

# Yellowstone Regional Airport

Personnel and Policy Manual

*“The Mission of the Yellowstone Regional Airport is to enhance air service and provide a better quality of life for the flying community of Northwest Wyoming.”*



## **AT-WILL EMPLOYMENT**

All Yellowstone Regional Airport employees are “**at- will**”.

**Either the employee or the Airport may terminate the employment relationship at any time, with or without cause or advance notice and without the right to appeal. The employee is an “at will” employee and may be terminated at any time, with or without cause. The at-will status of employees cannot be modified, except in writing approved by the Yellowstone Regional Airport Board.**

This document does not create a contract, either expressed or implied. The Yellowstone Regional Airport may change the policies and/or procedures at any time, without notice.

# Yellowstone Regional Airport Personnel and Policy Manual

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## EMPLOYEE ACKNOWLEDGMENT FORM

This employee manual describes important information about the Yellowstone Regional Airport, and I understand that I should consult my Supervisor regarding any questions not answered herein. **I UNDERSTAND THAT MY EMPLOYMENT WITH THE YELLOWSTONE REGIONAL AIRPORT IS STRICTLY AT-WILL, AND I MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITHOUT ADVANCE NOTICE OR ANY RIGHT TO A HEARING. The at-will status of employees cannot be modified, except in writing approved by the Yellowstone Regional Airport Board.**

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. I understand the policies will be reviewed and revised on a regular and ongoing basis. I understand that revised information may supersede, modify, or eliminate existing policies. Only the Yellowstone Regional Joint Powers Board has the ability to adopt any revisions to the policies in this handbook. However, the Airport Manager, or Supervisors may issue written or oral procedures, practices and policies to further clarify the policies or duties and responsibilities of employees and the Yellowstone Regional Airport.

I have been provided a copy of the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it. I understand a copy of this signed acknowledgment will be placed in my permanent personnel file.

With the exception of individual department manuals, these provisions supersede all existing policies and practices and may not be amended or added to without the approval of the Yellowstone Regional Joint Powers Board. In the event of any conflict between this Yellowstone Regional Airport Personnel and Policy Manual and a department manual, this Airport manual will prevail.

Received and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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EMPLOYEE'S SIGNATURE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

## **SECTION 1: INTRODUCTION**

This handbook is designed to acquaint you with the Yellowstone Regional Airport and provide you with information about working conditions, employee benefits and the policies affecting your employment. ***It is each employee's responsibility to read, understand, and comply with all provisions of this handbook.*** It describes many of the benefits and responsibilities of employees as well as the employer. One of the Airport's objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As the Airport continues to grow, the need may arise and the Airport reserves the right to revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to the handbook as they occur.

The policies may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by the Yellowstone Regional Joint Powers Board. The policies contained within this manual apply to all employees of the Yellowstone Regional Airport.

## **SECTION 2: ORGANIZATION DESCRIPTION**

The airport is owned by the City of Cody and is operated by the Yellowstone Regional Airport Joint Powers Board. This board was established in 1981 and is made up of 7 members appointed by the Cody City Council and the Park County Commission. The daily operations of the airport are overseen by an Airport Manager, who is appointed by the Board.

In meeting the needs of its residents, the Airport employs an experienced and knowledgeable staff whose duty is to assist in providing the services its citizens require. To carry out this mission, a number of duties and jobs are assigned to the individuals employed by the Yellowstone Regional Airport. The employees provide an effective work force which accomplishes its tasks in the most affordable, efficient and effective manner possible.

The chain of command for the Yellowstone Regional Airport begins with the Yellowstone Regional Airport Joint Powers Board with the Airport Manager serving as Chief Executive Officer, having superintending control over all Airport Staff. See Appendix A

## **SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY**

The Yellowstone Regional Airport is an Equal Employment Opportunity Employer. In

order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on individual merit, qualifications, and abilities. The Yellowstone Regional Airport does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. In addition, the Yellowstone Regional Airport is committed to ensuring that employees do not harass or treat any other employee, job applicant or member of the public unfairly.

### **3.1 Types of unfair or discriminatory treatments that are against the law.**

Under anti-discrimination legislation, unfair or discriminatory treatment based on the following characteristics is against State and Federal Law:

- ! Age (especially those individuals 40 and older)
- ! Disability
- ! Equal Pay
- ! National origin, including color, race, nationality, or descent and ethnic;
- ! Religion
- ! Retaliation
- ! Sex, including pregnancy; and
- ! Sexual Harassment
- ! Genetic Information

- 3.1.1 **Age:** [The Age Discrimination in Employment Act of 1967 \(ADEA\)](#) protects individuals who are 40 years of age or older from employment discrimination based on age. The ADEA's protections apply to both employees and job applicants. Under the ADEA, it is unlawful to discriminate against a person because of his/her age with respect to any term, condition, or privilege of employment, including hiring, firing, promotion, layoff, compensation, benefits, job assignments, and training.
- 3.1.2 **Disability:** Title I of the [Americans with Disabilities Act of 1990](#) specifically prohibits local governments from discriminating against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.
- 3.1.3 **Equal Pay:** The Equal Pay Act (EPA) requires that men and women be given equal pay for equal work in the same establishment. The jobs need not be identical, but they must be substantially equal. It is job content, not job titles, that determines whether jobs are substantially equal. Specifically, the EPA provides that employers may not pay unequal wages to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed under similar working conditions within the same establishment.
- 3.1.4 **National Origin:** National origin discrimination means treating someone less favorably because he or she comes from a particular place, because of his or her ethnic background or accent, or because it is believed that he or she has a

particular ethnic background. National origin discrimination also means treating someone less favorably at work because of marriage or other association with someone of a particular nationality.

- 3.1.5 **Religion:** The Yellowstone Regional Airport may not treat employees or applicants more or less favorably because of their religious beliefs or practices - except to the extent a religious accommodation is warranted.
- 3.1.6 **Retaliation:** An employer may not fire, demote, harass or otherwise "retaliate" against an individual for filing a charge of discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination.
- 3.1.7 **Sex, including Pregnancy:** It is unlawful to discriminate against any employee or applicant for employment because of his/her sex in regard to hiring, termination, promotion, compensation, job training, or any other term, condition, or privilege of employment. Title VII also prohibits employment decisions based on stereotypes and assumptions about abilities, traits, or the performance of individuals on the basis of sex. Discrimination on the basis of pregnancy, childbirth, or related medical conditions constitutes unlawful sex discrimination under Title VII.
- 3.1.8 **Sexual Harassment:** Sexual harassment is a form of sex discrimination that violates [Title VII of the Civil Rights Act of 1964](#). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
- 3.1.9 **Genetic Information Nondiscrimination Act (GINA):** An act to prohibit discrimination on the basis of genetic information with respect to health insurance and employment. The Act prohibits group health insurance plans and health insurers from denying coverage to a health individual or charging that person higher premiums based solely on a genetic predisposition to developing a disease in the future. The Act also bars employers from using individuals' genetic information when making hiring, firing, job placement, or promotion decisions.

The Yellowstone Regional Airport will make reasonable accommodations as needed in accordance with the Americans with Disabilities Act unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor, or Airport Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

The Yellowstone Regional Airport shall take action to insure equality of opportunity in employment. The Yellowstone Regional Airport shall encourage training for all management and supervisory personnel to provide an understanding of the Airport's Equal Employment Opportunity policy and its implementation.

### **3.2 IMMIGRATION LAW COMPLIANCE**

The Yellowstone Regional Airport is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I9 and present documentation establishing identity and employment eligibility within three days of hire. Former employees who are rehired must also complete the form if they have not completed an I9 with the Airport within the past three years, or if their previous I9 is no longer valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact their Supervisor or Airport Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **SECTION 4: EMPLOYEE RELATIONS AND ETHICS**

The Yellowstone Regional Airport believes that the work conditions, wages, and benefits offered to employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Supervisor, or the Airport Manager.

Experience has shown that when employees and supervisors deal openly and directly with each other, the work environment and morale can be excellent, communications can be clear, and attitudes can be positive. The Yellowstone Regional Airport demonstrates its commitment to employees by responding effectively to employee concerns. Employees may raise concerns about policy compliance and working conditions without fear of reprisal.

While on the job, while wearing Airport uniforms or attire, while traveling as a representative of the Yellowstone Regional Airport and while operating Airport vehicles and equipment, employees are to conduct themselves in a manner which is a favorable reflection of the Airport and which demonstrates tact, courtesy, professionalism and good judgment. During working hours, employees are expected to devote their energies to the service of the Airport and not to personal affairs. Employees of the Yellowstone Regional Airport are to be completely honest, open, professional and forthright in their communications with each other. Similar conduct and ethics should be

adhered to off the job as well, as each employee is always in the eye of the public.

All Airport employees are personally and professionally obligated to serve the public with honesty and integrity. It is essential that the trust of the public, the Yellowstone Regional Joint Powers Board and co-workers be maintained as decisions which go into the operation of Airport programs are made. Central to the standard of ethical conduct is the Airport's policy that no employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction, or professional activity or incur any obligation of any nature which is in conflict with the discharge of the person's duties in the public interest.

Because the confidence of the citizenry is the very foundation for effective Government, even an unfounded appearance of unethical conduct by an Airport employee on or off the job can significantly impair the capability of Airport government. Thus, avoiding the appearance or reality of a conflict of interest forms the basis for the Airport's ethics policy. Airport employment is not to be used for unauthorized personal gain. Any conflict between personal interests and official responsibility is to be resolved by consciously avoiding possible conflicts and disclosing the basis of any conflict or possible conflict to the employee's supervisor so the potential conflict can be reviewed by the Airport Manager.

## **SECTION 5: CONFLICTS OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Airport wishes the organization to operate. The purpose of these guidelines is to provide general direction to employees on issues related to the subject of acceptable standards of operation and daily business operations. Contact your Supervisor or Airport Manager if you are facing a potential conflict of interest or if you are aware of a conflict of interest within the organization.

Transactions within the Yellowstone Regional Airport must be conducted within a framework established and controlled by the Yellowstone Regional Joint Powers Board and Airport Manager. Business dealings should not result in unusual gains for outside firms or for Yellowstone Regional Airport employees. Unusual gain refers to bribes, product bonuses, special benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both that they would otherwise not be entitled to. Promotional plans that could be interpreted to involve unusual gain require specific Yellowstone Regional Joint Powers Board and Administrative approval.

Employees shall not use their position for their private benefit, as it would be in violation of both state law and Airport policy. "Private benefit" means the receipt by the public employee of a gift which resulted from that employee holding that office. A "gift" shall have the same meaning as defined by W.S. 9-13-102 (a) (vi) which has many inclusions and exclusions of what a gift means. For specific questions regarding whether or not something is a gift, contact the Airport Manager. Generally and most simply stated, a

gift is anything of value to the extent that consideration of equal or greater value is not received; and anything that has a value of \$250 or more.

State law also prohibits public employees from using public funds, time, personnel, facilities or equipment for their private benefit or that of another. Public employees shall not use public funds, time, personnel, facilities or equipment for political or campaign activity.

An actual or potential conflict of interest may also occur when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of business dealings or the employee's position duties and responsibilities. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she disclose to a Supervisor or the Airport Manager as soon as possible the existence of any actual or potential conflict of interest so safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Airport does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction, business duty, or employee activity involving the Yellowstone Regional Airport. Types of activity which should not occur during paid work hours include selling personal care products such as Amway or Avon; purchasing supplies or parts for a home business; or otherwise operating a business on work time.

An employee may operate a personal business, hold a job or volunteer for another organization as long as it does not create a conflict of interest for the Airport or the employee and if he or she satisfactorily performs his or her job responsibilities with the Yellowstone Regional Airport. If the Airport determines an employee's outside interests interfere with performance or the ability to meet the Airport's requirements as they are modified from time to time, the employee may be asked to terminate the outside activity if he or she wishes to remain with the Airport.

## **SECTION 6: HIRING, TRANSFERS and PROMOTIONS**

The Yellowstone Regional Airport is committed to hiring, transferring and promoting employees who are qualified and who exhibit the necessary skills and requirements for the position. Under no circumstances will the Airport violate the requirements of the Equal Employment Opportunity Commission. Candidates will not be discriminated against based on race, color, religion, gender, national origin, age, disability or any

other characteristic protected by law.

### **6.1 Internal Application Process**

Existing qualified employees may apply for any posted position. Each candidate for Airport employment must complete an application, letter of intent, resume or any other document required by the Airport. All necessary information will be reviewed for completeness and to determine if the applicant meets the minimum job qualifications. Those found to be incomplete or that do not meet the minimum position qualifications will be disqualified from the application process. Any falsifications made on application documents may result in dismissal from employment. Once submitted to the Airport, application material shall not be returned.

Applicants must submit application material on or before the deadline stated in the job announcement. However, the Airport Manager may permit a letter, resume, or other indication of interest to be accepted, pending receipt of a properly completed application. The Airport may also recruit employees without advertising.

### **6.2 Disqualification or Rejection of an Application**

The Airport may reject or disqualify the application of any person for admission to the selection process, or decline to examine an applicant. An applicant has no right to grieve or appeal any such actions by the Airport.

### **6.3 Interview Process**

All hiring, including promotions shall be made according to merit, skill and fitness for the position. The Yellowstone Regional Airport may use any legitimate objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, panel interviews, assessment centers, oral interviews, reference verification and detailed background investigations.

### **6.4 Hiring**

The Airport Manager is the only person authorized to hire. All candidates recommended for hire may be interviewed by the Airport Manager or his/her designees prior to hire.

### **6.5 External Application Process**

Generally, employment openings will be advertised locally and a deadline in which to submit an application will be stated. The Airport Manager, may, in his or her discretion, advertise in regional newspapers, professional affiliation websites or other recruiting resources. The Airport Manager may, in his or her discretion, recruit, promote or hire employees, including existing employees, without advertising if the Manager determines that is in the best interests of the Airport.

### **A. 6.6 Transfers**

All Airport employees are eligible to apply internally for transfers to similar positions, including temporary and provisional employees so long as the Yellowstone Regional Airport has an opening in the position the employee desires. The Airport Manager may transfer employees to other departments or divisions at his/her discretion when it is in the best interest of the employee, department, division, or Airport.

B. **6.7 Promotions**

C. Qualified internal candidates who apply may, in the discretion of the Airport Manager, be interviewed prior to the Airport advertising to the general public. Each applicant's performance evaluations and past Airport service shall be reviewed and may be used as legitimate criteria in determining the best candidate for the position. Employees are not eligible to apply for a promotion if they are subject to any disciplinary action at the time the promotion announcement is made.

**6.8 Hiring of Relatives**

The employment of relatives in an organization can cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into daytoday working relationships.

Family members of persons currently employed by the Yellowstone Regional Airport may not be hired for positions if they will be supervised in any manner or at any time by their family member, or if they will supervise a family member. This policy applies to any relative who currently occupies a regular part-time or full-time position with the Yellowstone Regional Airport.

If two employees of the Yellowstone Regional Airport marry after employment has been established, the individuals may not continue in a position where one might be supervised by the other in any manner. If this occurs, the Airport Manager with the concurrence of the Supervisor will decide who is to be transferred or terminated. An employee transferred to a position will receive a rate of pay within the scale established for that position. If there are no available positions for the employee to be transferred to, the Airport Manager may, in his or her discretion, assign another Supervisor to the employee who would be supervised by their spouse until such time that a position becomes available in another division or department. At such time, whichever employee is determined to be most suited for the open position will be transferred.

**6.9 Nepotism:** The Yellowstone Regional Airport Joint Powers Board incorporates and adopts the provisions of the Wyoming Government Ethics Act in Title 9, Chapter 13 of the Wyoming statutes, including but not limited to those provisions pertaining to nepotism as follows.

Wyoming State Statute 9-13-104(a) and (b) state as follows: "No public official, public member or public employee shall advocate or cause the employment,

appointment, promotion, transfer or advancement of a family member to an office or position of the state, a county, municipality or a school district. A public official, public member or public employee shall not supervise or manage a family member who is in an office or position of the state, a county, municipality or school district. A public official, public member or public employee, acting in his/her official capacity, shall not participate in his/her official responsibility or capacity regarding a matter relating to the employment or discipline of a family member.”

The term “family member” as used herein shall have the same meaning as defined by W.S. 9-13-102.

## **SECTION 7: ORIENTATION**

The Airport Manager, his or her designee and Supervisory personnel shall be responsible for providing orientation to new employees regardless of classification. Orientation shall include information about the structure of Airport government and its functions, pay plans, personnel rules and policies, benefits, safety procedures and programs, policies of office or work area and department, grievance procedures, necessary employment forms and any other policies or programs which may affect the person's employment.

Each new employee shall receive a copy of this manual and shall indicate receipt and understanding by signature. Orientation shall be provided on an on-going basis as policies and procedures are created, revised or updated.

## **SECTION 8: EMPLOYMENT CATEGORIES**

It is the intent of the Yellowstone Regional Airport to clarify the definitions of employment classifications so employees understand their employment status and benefit eligibility. Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of the federal Fair Labor Standards Act. EXEMPT employees are excluded from minimum wage and overtime requirements under the federal Fair Labor Standards Act. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Airport Manager.

In addition to the above, each employee will belong to one of the employment categories as defined below:

**8.1 REGULAR FULLTIME** employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the Airport's fulltime schedule (40 hours per week). Generally, they are eligible for the Airport's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**8.2 REGULAR PARTTIME** employees are those who are regularly scheduled to work less than 32 hours per week, on average, throughout each year. Regular Part-Time employees receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance), as well as a variety of other benefits available to full-time employees. Health Insurance is an excluded benefit.

## **SECTION 9: PERSONNEL INFORMATION CHANGES**

It is the responsibility of each employee to promptly notify the Airport Manager or his/her designee of any changes in personnel information. Personal mailing addresses, telephone numbers, number and names of dependents, marital status, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports are to be accurate and current at all times. If any personnel data has changed the employee is to notify the Airport Manager. Failure to notify the Airport Manager or his/her designee of dependent or family changes within a timely manner may affect benefit coverage. The Airport is not responsible for lack of coverage or benefits not applied due to the employee's lack of notification of change in their personnel information.

## **SECTION 10: PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, daytoday basis. During the reviews, the supervisor and employee will review the job responsibilities, goals, and performance requirements of the position. Additional annual performance reviews are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for establishing and meeting goals. During each review period, new goals will be assigned to each employee and it is the expectation that the goals will be completed by each assigned deadline. It is the employee's responsibility to discuss his/her goals with the Supervisor throughout the review period if he/she has difficulty completing the assigned goals.

Formal, written performance reviews will be done in a timely manner and scheduled annually. They are conducted by Airport Manager and/or supervisor and reviewed with the employee. The employee has the right and is encouraged to comment in the employee remarks section of the evaluation.

Performance reviews are also signed by the Airport Manager and his/her designee(s). The employee and supervisor will also sign and date the review. A complete signed copy will be provided to the employee. The original performance review will remain in the employee's permanent personnel file.

The Yellowstone Regional Airport Joint Powers Board shall conduct annual evaluations of the manager at a time to be determined by the Board.

## **SECTION 11: FITNESS FOR DUTY EVALUATIONS**

The Yellowstone Regional Airport, at its expense, may require an employee to undergo a fitness for duty evaluation for any reasonable cause. A fitness for duty examination may include a psychological or medical exam, or both if necessary. If this is deemed necessary, the employee will be protected by HIPPA rules and regulations as set forth in section 21 of this manual.

## **SECTION 12: WORK SCHEDULES, ATTENDANCE, REST AND MEAL PERIODS AND OVERTIME**

**12.1 WORK SCHEDULES:** The normal work schedule for full-time employees is eight hours a day; five days a week unless a schedule change has been requested by the employee and approved or modified by the Airport Manager or his/her designee. For several departments, shift work is required and in these departments, the Airport Manager sets the schedule to most effectively meet the needs of the Airport. The Airport Manager and/or his/her designee may also modify employee schedules in order to best fit the needs of the department and/or the Yellowstone Regional Airport. Regular part-time employees are expected to work no more than 32 hours per week on average throughout the year. Employees are expected to report to work on time unless prior notification and approval has been obtained from the supervisor or Airport Manager.

Supervisors will advise employees of when their schedules will begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, work days and total hours scheduled each day and week. Employees working flexible schedules with longer than eight (8) hour days will not be eligible for holiday benefits greater than eight (8) hours for each designated holiday. Employees working flexible schedules must supplement their leave with vacation, personal leave or compensatory time.

**12.2 ATTENDANCE AND PUNCTUALITY:** To maintain a safe and productive work environment, the Airport expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Airport. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they are to notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

If an employee knows he/she will be late, every effort must be made to notify the supervisor at least one hour in advance of the scheduled start of work.

Failure to notify and seek approval for an employee's absence from work and tardiness may lead to disciplinary action, up to and including termination of employment.

Employees are reminded that the FAA mandates ARFF coverage for all commercial flight activities. Not complying with FAA mandated ARFF coverage by an employee is subject to disciplinary action, up to and including termination of employment.

**12.3 REST AND MEAL PERIODS:** The Yellowstone Regional Airport may provide breaks during the workday when it is necessary to avoid repetitive injuries or to ensure a safe working environment. Breaks are not guaranteed and will be at the discretion of the Supervisor or Airport manager. Breaks cannot be combined or scheduled at the beginning or end of the workday. Breaks may be authorized as necessary for safety or health reasons.

Meal periods will be scheduled to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during unpaid meal periods and will not be compensated for that time. During paid meal times employees are to continue their work responsibilities and remain available to attend to work requirements.

Rest and meal periods may not generally be accumulated or combined with other scheduled time off to increase the length of time away from work. The Airport Manager and supervisor(s) may set varying schedules for rest or meal periods to obtain optimum use of employees' time.

**12.4 OVERTIME:** When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. **All overtime work must receive the supervisor's and/or Airport Manager's approval in advance unless the overtime is unavoidable.** Overtime assignments will be distributed by designated supervisory personnel as needed to meet organizational requirements.

Overtime compensation (including compensatory time) is paid to all nonexempt (hourly) employees in accordance with federal and state wage and hour regulations. The overtime rate of pay for the Yellowstone Regional Airport is one and one-half times the employee's regular rate of pay.

Eligible employees may elect to take compensatory time in lieu of overtime pay in accordance with other Yellowstone Regional Airport policies and procedures and with the approval of the employee's Supervisor or Airport Manager. Employees may accrue up to eighty (80) hours of compensatory time.

Failure to work scheduled overtime or overtime worked without approval from the Supervisor or may result in disciplinary action, up to and including possible termination of employment.

## **SECTION 13: TIMEKEEPING**

All employees must accurately record hours worked. Federal and State laws require the Yellowstone Regional Airport to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Overtime work must always be approved in advance of being worked. Employee time sheets will not be recorded by any individual other than the employee, his/her Supervisor or Airport Manager. Any changes to the employee's time sheet will be reviewed by the supervisor and employee. The work week shall be defined as Saturday through Friday.

Altering, falsifying, tampering with time records, or modifying time on another employee's time record may result in disciplinary action, up to and including termination of employment and could result in criminal prosecution.

In order to be properly paid for time worked, it is the employee's responsibility to properly record time, sign the time record to certify the accuracy of all time recorded and turn in the time sheet as directed. The Supervisor and/or Airport Manager will review and sign the time record before submitting it for payroll processing. Corrections or modifications made to the time record must be approved by the Supervisor or Airport Manager and be communicated to and initialed by the employee.

If a nonexempt employee is absent from work for any reason (sick leave, vacation leave, holiday leave, bereavement leave, etc.) the employee's time record will be signed by his/her Supervisor or Airport Manager.

The Yellowstone Regional Airport takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the appropriate individual so corrections can be made with the next paycheck.

## **SECTION 14: PAY PROCEDURES**

**14.1 PAY PERIODS:** All employees of the Yellowstone Regional Airport are paid every other Monday. Each paycheck will include earnings for all work performed through the end of the previous pay period. Each pay period starts on Saturday and runs to the next Friday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation unless arrangements have been made for the check to be released to another authorized person. Paychecks may not be picked up by individuals other than the employee or supervisor unless the employee has given that person written authorization to accept the check and the authorization is on file with

the Airport Manager.

Final paychecks will be held at Airport Office to be picked up by the employee unless other written arrangements have been made by the employee and provided to his/her Supervisor. Final paychecks will be issued within five business days of the employee's last day of work.

**14.2 PAY DEDUCTIONS:** Federal and State laws require that the Yellowstone Regional Airport make certain deductions from every employee's compensation. Among these are applicable federal, state or local income taxes. The Airport must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Airport matches the amount of Social Security taxes paid by each employee.

The Airport may also deduct wages if a properly executed garnishment is served to the Airport or if the Airport has been directed to withhold child support or other court mandated deductions.

The Yellowstone Regional Airport offers programs and benefits beyond those required by law such as health insurance, long-term disability insurance, retirement, as well as other voluntary retirement and insurance programs. Eligible employees may authorize deductions from their paychecks to cover the costs of participation in these programs.

**14.2.1 Exempt Employees:** In accordance with the Fair Labor Standards Act, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. Employees who feel their pay has been improperly reduced should report this immediately to the Airport Manager.

Exempt employees must normally receive their full salary for any week in which they perform work, without regard to the number of days or hours worked. However, the Yellowstone Regional Airport may suspend an exempt employee without pay for less than a full week if the exempt employee has been found in violation of workplace misconduct, safety violations or general violation of Airport policy. Full day absences other than suspensions without pay will require the employee to use accrued leave time, unless otherwise authorized by the Airport Manager. Exempt employees need not be paid for any work week in which they perform no work at all for the organization.

Deductions from pay cannot be made as a result of absences due to jury duty, attendance as a witness, absences caused by the Yellowstone Regional Airport, or partial day absences. Unpaid disciplinary suspensions of one or more full days are permitted so long as they are in accordance with the Yellowstone Regional Airport's Disciplinary Actions and Appeal Procedure policy. Deductions for the first and last week of employment, when only part of the week is worked by the employee may be deducted and the actual time worked may be paid. Improper pay deductions are

specifically prohibited by the Yellowstone Regional Airport, regardless of the circumstances.

**14.2.2 Non-Exempt Employees:** In accordance with the Fair Labor Standards Act, non-exempt employees who are required to be paid on a hourly basis may not have their pay reduced for variations in the quantity or quality of work performed. Employees who feel their pay has been improperly reduced should report this immediately to the Airport Manager. ■

Exempt and non-exempt employees may ask their Supervisor, Airport Manager or his/her designee any question regarding why deductions were made from their paycheck or how they were calculated.

**14.3 PAY ADVANCES:** The Yellowstone Regional Airport does not provide pay advances to employees.

### **SECTION 15: CALL-OUT**

The nature of services provided by the Yellowstone Regional Airport necessitate that from time to time employees may be called upon to work outside their regular schedule. In order to ensure that Airport staff is available to address these occurrences, call-out time may be needed. Compensation for call-out time will be at the employee's regular rate of pay and will be provided at a 2 hour minimum. Each call out begins when the employee arrives at that employee's place of business and ends when the employee has finished the job and leaves the place of business. Employees who have not reached 40 hours worked may be compensated at his/her regular rate.

### **SECTION 16: PERSONAL APPEARANCE**

Professional dress, appearance, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image the Airport presents to the community which includes people of all ages. In many positions, Airport employees are viewed as role models for young people. Yellowstone Regional Airport employees should dress and maintain a personal appearance that reflects a role model image for all age groups.

During working hours, employees are expected to present a clean and neat appearance and to dress and present themselves according to the professional requirements of their positions. Consult your Supervisor or Airport Manager if you have questions as to what constitutes appropriate attire. The Airport Manager or Supervisor reserves the right to request body piercings and tattoos to be removed or covered up during working hours.

Depending on the employee's position with the Yellowstone Regional Airport, uniforms may be issued as mandatory attire during working hours. Additional information relative to required attire may be obtained from the appropriate Supervisor or Airport

Manager.

Employees may wear their uniforms when off-duty and are requested to use their good judgment while wearing items with Airport logos as the perception would be that you are representing the Yellowstone Regional Airport.

### **SECTION 17: RETURN OF PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All Airport property must be returned by employees on or before their last day of work or upon transfer. Where permitted by applicable laws, the Airport may withhold from the employee's paycheck the cost of any items not returned. The Airport may also take all action deemed appropriate to recover or protect its property. With the approval of the employee's supervisor or Airport Manager, certain articles of clothing may not be required to be returned to the Yellowstone Regional Airport.

### **SECTION 18: SECURITY INSPECTIONS**

The Yellowstone Regional Airport is committed to providing a work environment free of illegal drugs, alcohol or other improper materials. Therefore, the Airport prohibits the possession, transfer, sale, or use of such materials on its premises. The Airport requires the cooperation of all employees in administering this policy.

Computers, desks, lockers, and other storage or work devices may be provided for the convenience of employees to use or store legal and appropriate personal belongings. They remain the sole property of the Yellowstone Regional Airport. Accordingly, they, as well as any information or articles found within them, can be inspected by any supervisory staff for the division or by the Airport Manager, or by any other staff representative as assigned by the Airport Manager. Inspections can occur at any time, either with or without prior notice.

In addition, computers issued to employees for Airport business, may be inspected for inappropriate use at the request of a Supervisor, or Airport Manager. As a general rule, when the Airport Communication and Information Systems Analyst or Network Technician repairs or updates any Airport owned computer equipment he/she will inspect the computer for material or use not appropriate for the work place.

### **SECTION 19: SMOKING**

In keeping with the Yellowstone Regional Airport's intent to provide a safe and healthful work environment, smoking is prohibited in all Airport owned facilities and vehicles. This policy applies equally to all employees, customers, and visitors.

### **SECTION 20: EMPLOYEE MEDICAL EXAMINATIONS**

Employees whose responsibilities include driving Airport vehicles or equipment, or who otherwise perform safety sensitive functions will be subject to a pre-employment drug test, which will include a body substance sample, such as urine, hair, breath and / or blood.

The Airport is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks, and is therefore strictly prohibited.

Employees required to maintain a commercial driver's license in their employment with the Yellowstone Regional Airport will be subject to all testing and compliance requirements of the Federal Omnibus Transportation Employee Testing Act of 1991. Additional employees who hold safety sensitive positions may also be subject to random testing programs.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know and must be approved by the Airport Manager.

## **SECTION 21: HIPAA REGULATIONS**

The Yellowstone Regional Airport provides a group health insurance plan and is therefore mandated to comply with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations. HIPAA was designed to help protect employees' rights to health coverage during events such as changing or losing jobs, pregnancy, moving or divorce. It also protects employers when providing health coverage for employees. The main purpose of the HIPAA regulation is to safeguard any protected health information. The regulations protect medical records and other individually identifiable health information on paper, in computers or communicated orally. The Yellowstone Regional Airport may not disclose any protected health information unless it is for treatment, payment or plan operations, unless the Yellowstone Regional Airport has obtained consent from the employee, or is permitted or required by the privacy rule. When using or disclosing protected health information or when requesting it from another covered entity, the Yellowstone Regional Airport must take reasonable steps to limit it to information that is the *minimum necessary* to accomplish the intended purpose of the use, disclosure or request.

In complying with HIPAA regulations, the Yellowstone Regional Airport must appoint a privacy officer. The privacy officer for the Yellowstone Regional Airport will be the Airport Manager.

## **SECTION 22: USE OF PHONE, MAIL AND COMPUTER SYSTEMS**

Personal use of Airport telephones including cellular phones for longdistance and toll

calls is not permitted. Employees should practice discretion in using Airport telephones when making or receiving personal calls. All personal calls which may result in a charge for use must be placed on the employee's personal calling card or charged to the employee's personal telephone.

In order to insure the safety of employees during work time, as well as the safety of the public, all Yellowstone Regional Airport employees must also abide by the following:

1. Employees operating an Airport Vehicle or a personal vehicle while on Airport business must pull over and stop in a safe location before answering a call or placing a call, or sending or reading a message on a cell phone or other electronic device.
  - a. Exceptions:
    - a.i. If the employee has a hands free device in the vehicle or a blue tooth device, cell phone use while driving will be permitted. Employees are encouraged however, to pull over to a safe location if possible as conversations in and of themselves can be distracting.
2. Use of personal cell phones for non-job related communications while on duty shall be limited to incidental or necessary use only.
3. Personal cell phones shall be turned off whenever an employee is performing safety critical work such as operating heavy equipment, performing construction activities or any other duty where distractions can be dangerous.
  - a. Exception:
    - a.i. If the employee's supervisor has required the employee to use a personal cell phone for work related communication, the cell phone may be left on.
4. If cell phone use is required for job related communications, the following procedure shall be followed:
  - a. When a call is received while an employee is performing hazardous or safety critical work, the employee will not answer the call until the work is completed or suspended in such a manner that the safety of the employee and the public is insured. This shall apply to the use of radio communications as well.
  - b. If the employee must make a call while performing hazardous or safety critical work, the employee must either complete or suspend the work and insure they are in a safe location or situation before placing the call.
5. This policy does not absolve an Airport employee from complying with all current Wyoming State Statutes covering cell phone use.

The use of Airport paid postage for personal correspondence is not permitted. The same is true for faxing and copying personal documents for personal use. A fee schedule has been set by the Yellowstone Regional Airport for the general public and all employees must abide by the fee schedule if using Airport Equipment for personal use.

Electronic mail, electronic messaging, Internet and other computer communication

methods are made available to many employees to improve organizational efficiency. Users of such systems are responsible for complying with this policy. Violations of the policy may be the basis for disciplinary action, up to and including termination.

Computer systems provided by the Airport should be used for the Airport's purposes. They are owned solely by the Yellowstone Regional Airport and information contained in them is to be treated the same as other company business records, materials and equipment. The Yellowstone Regional Airport maintains the right, but not the duty, to monitor all communications and downloads passing through its facilities. Use of the system for the communication of personal information is not appropriate as everything that is produced is considered a public record and may be discoverable in certain court situations. If incidental or occasional personal use of the system is made, such use is subject to the same policies and procedures set out in this policy.

**The Yellowstone Regional Airport maintains the right to review all company and consequently personal records, including electronic or messages. To assist in further clarification of this policy, employees are expected to read and understand the following information.**

**22.1 Improper Activities:** Yellowstone Regional Airport employees are not to view, download, send, disseminate or knowingly receive harassing, pornographic, threatening, sexually explicit, obscene or illegal information by use of the Airport's equipment and facilities. Employees may not use the Airport's facilities or equipment to conduct illegal activity or for personal or commercial advertisements, solicitations or promotions.

**22.2:** Texting and similar correspondence resembles speech in its speed and lack of formality. However, unlike speech, Texting and similar correspondence leaves a record that is often retrievable after the sender and recipient have deleted. Texting and similar correspondence can be misdirected by the sender or by an error in the message routing process. Internet, texting and similar correspondence relies on public networks outside the Airport's control. Service levels and confidentiality cannot be guaranteed.

**22.3 Internet:** Material may not be downloaded from the Internet in a manner which violates software licenses or the copyright trademark and patent laws.

## **SECTION 23: ASSIGNMENT AND OPERATION OF AIRPORT-OWNED VEHICLES AND EQUIPMENT POLICY**

### **Section 23.1 Purpose**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to repair or replace. When using property, employees are expected to exercise care, perform required maintenance, follow all applicable laws and Airport policies and follow all operating instructions, safety standards and guidelines. Airport vehicles and equipment may only be used for Airport purposes and as authorized.

These rules and procedures govern the assignment and proper use by Airport employees of Airport-owned or leased vehicular or other equipment. The purpose of these procedures is to insure the most efficient and effective use of Airport vehicles and to minimize potential Airport liability to the greatest extent possible. Further, these procedures will insure that vehicles and equipment allocated to Airport employees will be utilized in a legally and economically responsible manner to the benefit of Yellowstone Regional Airport.

### **23.2 Adherence to Traffic Laws**

Any employee of the Airport who drives or operates Airport-owned motor vehicles or motorized equipment shall strictly obey the State of Wyoming, Yellowstone Regional Airport, and all other traffic regulations and operating procedures. Airport employees will at all times, drive Airport-owned motor vehicles and motorized equipment defensively, safely, and courteously on both public rights-of-way and private property.

Any employee who abuses or negligently uses Airport-owned motor vehicles or motorized equipment or who violates any Airport, state or federal traffic law may be subject to disciplinary action up to and including termination. All fines received shall be the responsibility of the employee.

In incidents involving property damage to Airport-owned vehicles or equipment, or to private property involving Airport vehicles or equipment, it shall be the employee's duty to contact law enforcement and his/her Supervisor immediately. The Airport Manager or Supervisor shall conduct an investigation into the circumstances. The Airport Manager or Supervisor and employee shall prepare a written report, which includes a statement of the facts and conclusions of the incident. These reports shall be sent to the Airport Manager prior to the Supervisor administering any disciplinary action to insure consistency in disciplinary action.

Any employee of the Airport who drives or operates Airport-owned equipment must maintain an appropriate, valid driver's license and comply with Driver's Licensing Rules and Regulations including commercial vehicle requirements (CDL).

### **23.3 Responsibility for Motor Vehicle Fleet**

All Airport-owned or leased motor vehicles and equipment shall be under the direction of the Airport Manager, who shall be responsible for the operational ability of motor vehicles. The Airport Manager shall also issue any appropriate safety rules for the operation of any Airport equipment after receiving concurrence of the Airport Manager. The Vehicle Maintenance Crew shall provide support services including maintenance, servicing and safety training.

Upon hiring new employees, the Airport Manager shall be responsible for ensuring proper training of new employees before allowing the operation of Airport-owned motor vehicle equipment to insure that they possess the proper classification as to the kind of equipment they are qualified and required to operate. All driving violations in personal or Airport-owned vehicles, on or off-duty, which result in a suspension or restriction of the

employee's driving privileges, must be reported immediately to the employee's immediate supervisor. The Airport Manager or his/her designee will administer annual reviews of driver's licenses and shall, along with supervisory staff, maintain a list of license types required for each vehicle class and ensure each employee maintains the appropriate type of license. Loss of the appropriate driving license may result in disciplinary action up to and including termination of employment or reassignment of the employee by the Supervisor or Airport Manager.

#### **23.4 Safety**

All operators and their passengers of Airport-owned vehicles and equipment are required to properly and fully use all available safety devices including but not limited to safety belts, harnesses, glasses etc. Operators shall be familiar with and comply with applicable FAA and Yellowstone Regional Airport rules and regulations for operating vehicles on runways, aprons and other secured areas of the airport. Furthermore, operators of Airport-owned equipment and the Airport vehicle maintenance technicians will not tamper with, nor attempt to defeat the purpose of any vehicular safety device, except for servicing.

- ! Any malfunctioning Airport-owned vehicles or equipment shall be reported to the Airport Manager or Supervisor. It is the Supervisor's responsibility to ensure that at no time shall a seriously defective piece of equipment or vehicle remain in use.
- ! Unattended vehicles must have the ignition key removed and be locked.
- ! The Airport Manager may implement certain safety policies in an effort to reduce costs and the number of incidents and accidents. All approved and implemented policies and procedures will be communicated in writing to all employees and may be placed in Appendix A of this manual. It is the employee's responsibility to adhere to each policy or procedure as written.

#### **23.5 Operation of Equipment**

All employees who operate equipment and vehicles will exercise good judgment in utilizing it and shall not drive or use the equipment so as to cause unfavorable comment or reflect discredit on the Airport.

Except in cases authorized by the Airport Manager, or when acting under written contract with the Airport, no Airport-owned vehicles and equipment shall be operated by persons not employed by the Airport. Exceptions to this provision are for vehicle servicing, emergencies, occupant safety, or operation of a vehicle by a non-Airport employee on an authorized out-of-town Airport business trip.

Transportation of sick or injured persons in a department vehicle shall not be permitted except in cases of minor injury to an Airport employee or if a citizen/employee is seriously injured or ill and no other means of transportation is available. No Airport employee shall operate Airport-owned vehicles or equipment unless so authorized by the Airport Manager and/or Supervisor. Except in emergencies or for training or testing

of job applicants, no supervisor shall direct or permit an unauthorized employee to operate Airport-owned motor equipment or any type of equipment for which the employee has not been classified or trained to properly operate.

Airport-owned vehicles and equipment are provided for Airport purposes and business use only. On-call employees who are allowed to drive Airport vehicles home are not permitted to use the vehicles for personal use while on or off duty.

Employees are reminded that Airport vehicles are not to be used to transport family members to and from day care, school, and places of work or other locations, and such personal activities shall be done on the employee's own time and in their own vehicle.

### **23.6 Take Home Vehicles**

Employees designated on call will be allowed to drive an assigned vehicle home for purposes of responding while on call.

No employee will be permitted to conduct any personal business while driving an Airport owned vehicle. Because the assigned use of an Airport owned vehicle is a benefit according to the Internal Revenue Service, employee who are assigned use of an Airport-owned vehicle may be taxed a fee per day for use of the vehicle. The fee to be taxed will be determined yearly as per the Internal Revenue Service guidelines. In addition, each employee must obtain an endorsement which provides coverage for driving an Airport owned vehicle. The endorsement will cover the employee and the Airport during times that the employee is driving the Airport-owned vehicle to and from work and other times when the employee is not being compensated while driving the vehicle. The Airport Manager may make other vehicle assignments on a temporary basis.

### **23.7 On Call Status**

This group is composed of those positions that are necessary for operational supervision of airport functions or call out on an emergency basis. **Vehicles are to be utilized only for the performance of specific job related functions** during times of regularly scheduled shifts, or hours of work. Employees may utilize their Airport-owned vehicles to travel to and from work as stated in the conditions outlined above. For purposes of this guideline, "on call" employees or "stand-by" employees will be defined as those employees who must remain in contact with Park County dispatchers. All policies and procedures outlined in the Airport's stand-by and call-out policy shall apply.

### **23.8 Non-Airport Employee Vehicle Rules and Exceptions**

Non-Airport employees are not permitted to ride in or drive Airport-owned vehicles or use Airport-owned equipment except under the following circumstances.

- When necessary to conduct Airport business.
- Emergency or unanticipated incidental use.

### **23.9 Storage at Authorized Facilities**

All Airport-owned motor vehicles and equipment shall be parked in a departmentally assigned location at the completion of operation.

D.

E. **23.10 Alcoholic Beverages or Illegal Drugs**

**Alcoholic beverages or Illegal Drugs are not allowed in Airport-owned vehicles at any time. Employees shall not operate Airport vehicles with a detectable level of alcoholic beverages or with any detectable level of Illegal drugs or controlled substances. Refer to policies relating to drug and alcohol use.**

**23.11 Use of Airport-owned vehicles**

Due to emergency situations and off-business hours response the Yellowstone Regional Airport may assign properly equipped take home vehicles at the discretion of the Airport Manager.

**SECTION 24: BUSINESS TRAVEL**

In carrying out the duties and responsibilities of their respective positions, employees will often be required to travel in Airport-owned vehicles and equipment, both inside the Yellowstone Regional Airport limits as well as out of town.

The Yellowstone Regional Airport will only provide travel expense advances at the authorization of the Airport Manager, or designee for unique and special purposes. The Yellowstone Regional Airport will allow use of an Airport credit card or reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the appropriate or Airport Manager.

In general, employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense vouchers, reimbursement for specific expenses, or any other business travel issues. Employees whose travel plans have been approved are responsible for making sure their travel arrangements have been made.

Abuse of this business travel policy, including falsifying expense vouchers to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

**24.1 Meals while traveling**

**24.1.1 Same Day Travel:** Employees traveling to and from the intended destination within the hours of a work day will not be allowed to have meals paid for by the Yellowstone Regional Airport.

**24.1.2 Overnight Travel:** Employees traveling overnight will be eligible to have meals paid.

**24.1.3 Reasonable Meal Allowance:** In general, it is customary for the employee to use their best judgment when purchasing meals while conducting business for the Yellowstone Regional Airport. The following daily limit shall not be exceeded without prior approval from the Airport Manager: \$50.00, excluding tips. Employees shall provide receipts in order to receive reimbursement for all meals.

**24.1.4 Meals Close to Cody:** The Yellowstone Regional Airport will not pay for meals for employees traveling who are within 50 miles of Cody, unless special arrangements have been approved by the employee's Supervisor or Airport Manager.

**24.1.5 Meal Tips:** Tips for servers shall not exceed 20%.

**24.1.6 Alcoholic Beverages:** Airport Employees are not authorized to purchase alcoholic beverages with Airport funds at any time. If an employee chooses to order alcohol with their meal, the employee must pay for the alcohol with their own funds, and it must be on a separate receipt from the meal the Airport is purchasing on behalf of the employee. At no time shall a Yellowstone Regional Airport employee consume or possess alcohol if driving a Yellowstone Regional Airport vehicle.

**24.2 Reporting Expenses while traveling:**

An itemized expenditure receipt must be provided for each purchase made by the employee while traveling in order for payment or reimbursement of travel or other business expenses to occur. A travel voucher depicting all receipts must be completed by the employee and approved by the Airport Manager upon the employee's return. The travel voucher shall be turned in to the Administration Office for payment to vendors or reimbursement to the employee. Expenses for which a receipt is not provided will not be reimbursed or paid by the Airport.

**24.3 Personal Use of vehicle while traveling:**

If approved by the Airport Manager, an employee may use his/her own personal vehicle for business travel. However, use of personal automobiles in the performance of Airport business is entirely voluntary. The Yellowstone Regional Airport does not provide insurance coverage for any employee who uses his/her personal auto for business purposes. Airport employees who use their personal vehicles for business travel will be reimbursed for mileage at a rate set by the Yellowstone Regional Joint Powers Board, which will be the IRS established rate unless alternative formal action is taken by the Yellowstone Regional Joint Powers Board. Such reimbursement will follow the Airport Board meeting which approves the reimbursement voucher.

The Yellowstone Regional Airport assumes no responsibility beyond mileage reimbursement, and therefore it is the employee's responsibility to protect against damage to his/her automobile and legal liability in such form and amount, as the employee deems adequate. It is suggested that those employees who have occasion

to use their personal auto for business purposes carry a minimum coverage at the same level as the Yellowstone Regional Airport's policies for bodily injury and property damage.

It is highly recommended that employees consult with their own insurance agent and consider carrying liability coverage which would insure avoidance of a situation which could potentially be a financial burden to the employee. It is also essential that employees who use their personal auto for Airport business properly inform their carrier accordingly to insure complete coverage.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Airport may not be used for personal use without prior approval and may not be driven if alcoholic beverages, illegal drugs or prescribed drugs which prohibit driving have been consumed.

With prior approval, employees on business travel may be accompanied by family members or friends, when the presence of companions will not interfere with the successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee, as are expenses incurred because a family member or friend accompanies the employee.

## **SECTION 25: SAFETY**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the Yellowstone Regional Airport has established a workplace safety program. This program is a top priority for the Airport. The Airport Manager and supervisory staff have responsibility for implementing, administering, monitoring, and evaluating the safety program within their relative departments. Its success depends on the alertness and personal commitment of all.

The Airport provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor/employee meetings, bulletin board postings, memos, or other written and electronic communications.

Employees and supervisors receive regular workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from within. Those employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or the Airport Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports

can be made without fear of reprisal.

Each employee is expected to obey specified safety rules and procedures for their department and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor or Airport Manager. Employees may refuse to work in unsafe work conditions without fear of reprisal if the unsafe conditions have been reported to his/her supervisor or Airport Manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents, incidents or injuries, regardless of how insignificant it may appear, employees are to immediately notify their supervisor or the Airport Manager and to complete all required information in a prompt and timely manner. Such reports are necessary to comply with laws and to initiate insurance and workers' compensation benefits procedures where applicable.

#### **SECTION 26: VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees and the facilities of the Airport, only authorized visitors are allowed in or at the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter Airport facilities at the main entrances. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the reasonable conduct and safety of authorized visitors.

If an unauthorized individual is observed in Airport facilities, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

#### **SECTION 27: ACCESS TO PERSONNEL FILES**

The Yellowstone Regional Airport maintains personnel files on each employee. The personnel files include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are maintained by the Airport Manager's Office. Medical information will be maintained separately from the employees' personnel files.

Personnel files are the property of the Airport. Access to the information they contain is restricted as per state Statute 16-4-203 which reads, "Personnel files except those files shall be available to the duly elected and appointed officials who supervise the work of the person in interest. Applications, performance ratings and scholastic achievement

data shall be available only to the person in interest and to the duly elected and appointed officials who supervise his work. Employment contracts, working agreements or other documents setting forth the terms and conditions of employment of public officials and employees are not considered part of a personnel file and shall be available for public inspection."

Employees who wish to review their own files should contact his/her designee, or Airport Manager. With reasonable advance notice, employees may review their own personnel files in the Airport's offices and in the presence of an individual appointed by the Airport to maintain the files.

## **SECTION 28: DRUG AND ALCOHOL USE**

It is the Airport's intention to provide a drugfree, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Airport premises, in Airport uniforms or vehicles, while on scheduled stand-by time and while conducting businessrelated activities off Airport premises, no employee may use, possess, distribute, sell, or be under the influence of illegal drugs or alcohol. The authorized use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger employees or other individuals in the workplace. Employees must report the prescribed use of medications that may impair judgment or the ability to perform the job duties to their supervisor. The supervisor may authorize temporary work assignments when appropriate.

All employees are expected to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours. No employee shall report to work or remain on duty while having any detectable level of alcohol. Employees shall not drink any intoxicating beverage on duty. Employees shall not, at any time while on duty, be under the influence of an intoxicating substance. Employees shall not report for work or make contact with the general public while working when an odor of an intoxicating beverage is on their breath or person. Any employee violating these expectations shall be subject to disciplinary action up to and including termination.

In the event of an emergency call-out, employees shall not report to work while having any detectable level of alcohol. Under no circumstances will an employee who is assigned to stand-by status consume alcoholic beverages while on stand-by. Employees shall refer to Section 30.4 for specific guidelines.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in, and are not the

immediate subject of disciplinary action may request approval to use accrued vacation, compensatory, sick or personal leave or to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted by the Airport Manager if the employee agrees in writing to abstain from use of prohibited substances; abides by all Airport policies, rules, and prohibitions relating to conduct in the workplace; abide by any follow-up requirements; and if granting the leave will not cause the Airport any undue hardship. The Airport may require additional monitoring as a condition of the employee's return to work to determine the employee's continued ability to perform the functions of his or her position.

Under the DrugFree Workplace Act, an employee who performs work for a government contract or grant must notify the Airport of a criminal conviction for drugrelated activity occurring in the workplace. The report must be made within five days of the conviction.

The Yellowstone Regional Airport maintains the right to require an employee to submit to a drug and alcohol test if such use is suspected or if other reasonable circumstances warrant such a test. An employee required to submit to a drug and alcohol test shall immediately be placed on administrative leave with pay for the remainder of his/her work shift or until the results are obtained. When an employee is ordered to take a test to determine the presence of alcohol and/or controlled substances in his/her system, he/she shall take the test and/or shall admit to having used a controlled substance or alcohol. If the employee refuses, a record of the refusal will be kept in his/her personnel file along with a report from the supervisor describing the actions and/or incidents which led to the test requirement. Refusal to submit to a test will result in disciplinary action, up to and including termination.

If a test does not reveal the presence of alcohol or a controlled substance, it shall be presumed the employee had not used alcohol or a controlled substance. If the test reveals the presence of alcohol, the employee's supervisor will investigate the circumstances and make recommendations for disciplinary action, up to and including termination of employment. If an employee is referred to an appropriate agency for drug and alcohol assessment and treatment, a written record of this action shall be included in the employee's personnel file. A written agreement, including follow-up testing and monitoring, will be signed by the employee prior to return to work. The employee must adhere to the stipulations of this agreement in order to continue in the position.

An employee suspected of having alcohol and/or a controlled substance in his/her system during work hours shall be directed to provide a sample of blood, breath or urine for analysis at a laboratory specified by the Yellowstone Regional Airport. The Airport will absorb the cost for the test. At the employee's discretion, he/she may request an additional test, provided he/she agrees to pay any additional cost. If the test is not performed within one hour of the order, due to the fault of the employee, then and in that event, it shall be presumed the employee had used a controlled substance or alcohol as asserted in the written report of the supervisor. The employee will be subject to disciplinary action, up to and including termination.

Employees required to maintain a commercial driver's license in their employment with the Yellowstone Regional Airport will be subject to all testing and compliance requirements of the Federal Omnibus Transportation Employee Testing Act of 1991 and any amendments to the Act. The policy regarding this testing program follows this drug and alcohol use policy. Positive tests will be further investigated and will result in disciplinary action up to and including termination.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace may raise their concerns with their Supervisor, or the Airport Manager without fear of reprisal.

## **SECTION 29: DRUG AND ALCOHOL TESTING POLICY FOR DRIVERS OF YELLOWSTONE REGIONAL AIRPORT VEHICLES**

It is the Yellowstone Regional Airport's policy that its drivers should be free from drug and alcohol abuse. Consequently, the use of illegal drugs or improper use of alcohol by drivers is prohibited. The overall goal of drug and alcohol testing is to ensure a drug-free and alcohol-free transportation environment and to reduce accidents, injuries and fatalities. The requirements of this policy are in addition to other requirements established by federal and state law and Yellowstone Regional Airport policy regarding the use of alcohol and drugs. In some instances, those laws or policies may be more restrictive than the requirements set out in this policy.

**29.1 Implementation Date:** The testing program referred to in this policy was implemented as of the date this Manual is approved by the Yellowstone Regional Airport Joint Powers Board.

**29.2 Definitions:** For the purpose of this policy, the following terms are defined.

**Alcohol:** The intoxicating agent in beverage alcohol is ethyl alcohol-

**Driver:** Any person who operates a Yellowstone Regional Airport motor vehicle. This includes full-time, regularly employed employees; casual, intermittent or occasional drivers, leased drivers and independent, owner-operator contractors.

**Drug:** Includes any of the following controlled substances; marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP), or similar:

**Medical Review Officer (MRO):** A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Airport's drug testing program who meets the qualifications as listed in 49 CFR 40.3.

**Regulations:** Those regulations promulgated by the Department of Transportation found at 49 CFR part 40, and the regulations promulgated by the Federal Highway

Administration found at 49 CFR part 332, as from time to time amended.

Substance Abuse Professional: A licensed physician or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

### **29.3 Program Coordinator**

The Yellowstone Regional Airport has designated the Airport Manager or his/her designee to act as the program coordinator to implement the Airport's alcohol and drug testing program within the guidelines of this policy.

### **29.4 Alcohol and Drug Prohibitions**

No driver shall report for duty or remain on duty while having any detectable blood alcohol concentration. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol or drugs. No driver shall use alcohol or drugs while performing safety-sensitive functions. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol and until the employee's detectable blood alcohol concentration is zero. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operator a commercial motor vehicle. No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for drugs. No driver shall refuse to submit to a controlled substance or alcohol test when provided for under this policy or the Federal Regulations.

### **29.5 Pre-Employment Testing**

Drug tests shall be conducted in accordance with the Regulations before any driver is permitted to perform a safety-sensitive function for the Yellowstone Regional Airport. Testing for newly hired drivers shall be conducted after the offer of employment but before employment commences. Offers of employment are contingent on this test result. A refusal to submit to drug testing and/or refusal to release information as required by the Yellowstone Regional Airport shall remove the applicant from employment consideration. Such testing will also be required of any employee transferring into a covered position.

Exceptions may be made for drivers who have:

- 1 . Participated in a valid drug testing program required by law within the preceding thirty days; and
- 2 . While participating in that program, have either drug tested within the past six (6) months or have participated in a random selection program for the

- previous twelve (12) months; and
- 3 . No prior employer has knowledge of a violation within the previous six (6) months, provided that the Yellowstone Regional Airport has been able to make all verifications required by law.

### **29.6 Post Accident Testing**

Alcohol and drug tests may, in the discretion of the airport manager or his or her designee, be conducted as soon as practicable after an accident on a driver who:

- 1 . Was operating an airport vehicle, if the accident involved property damage, injury or loss of human life; or
- 2 . Receives a citation under state or local law for a moving traffic violation arising from a qualifying accident. A qualifying accident includes: (a) bodily injury requiring immediate treatment away from the accident scene, or (b) disabling damage to one or more vehicles requiring the vehicle to be towed or transported away from the scene of the accident.

Drivers shall make themselves readily available for testing, unless such driver has the need for immediate medical attention. No driver shall use alcohol for eight hours after the accident, or until after she/he undergoes a post-accident alcohol test, whichever comes first. An alcohol test must be performed within eight hours following an accident and a drug test within 32 hours. Drivers must follow all post-accident instructions given by the Yellowstone Regional Airport.

Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state and/or local law enforcement officials as long as the results of those tests are provided to the Yellowstone Regional Airport.

### **29.7 Reasonable Suspicion Testing**

Any supervisor or Yellowstone Regional Airport administrative staff member who has reasonable suspicion to believe an employee has violated the Yellowstone Regional Airport's alcohol or drug prohibitions shall require the employee to submit to a reasonable suspicion test, which may be by blood, breath, hair or urine as directed by the Airport Manager. A qualified supervisor or administrative staff member must be a person who has been properly trained, in accordance with federal regulations; to make a determination that reasonable suspicion exists. The reasonable suspicion must be based on specific, contemporaneous, articulable observations such as the appearance, behavior, speech or body odors of the driver. The observations may include indication of the chronic and withdrawal effects of drugs.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during or just after the period of the workday when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determined reasonable suspicion exists to conduct the test. If an alcohol test is not

administered within two (2) hours of a determination of reasonable suspicion, the Yellowstone Regional Airport shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours, and the Yellowstone Regional Airport will state in the record the reasons for not administering the test.

A qualified supervisor or Airport administrative staff member who makes observations leading to a reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

### **29.8 Return to Duty Testing**

An alcohol and/or drug test shall be conducted when a driver who has violated the Yellowstone Regional Airport's alcohol or drug prohibition returns to performing safety-sensitive duties. Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified blood alcohol concentration test result of zero. Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty test produces a verified negative result.

### **29.9 Follow-up Testing**

A driver who violates the Yellowstone Regional Airport's alcohol or drug prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving an alcohol or drug problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with the law. Follow-up testing shall be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

### **29.10 Refusal to Submit to Testing**

No driver shall refuse to submit to any of the tests. An employee will be considered to refuse to submit when she/he fails to provide adequate breath or urine for testing when notified of the need to do so, or when she/he engages in conduct that clearly obstructs the testing process. Such refusal will be treated as if the Yellowstone Regional Airport received a positive test and is subject to further disciplinary action up to and including termination.

### **29.11 Testing Procedures**

The Yellowstone Regional Airport shall follow the federal guidelines and standards of the Department of Health and Humans Services and the Department of Transportation regarding testing and laboratory procedures. This shall include a selection of sites with appropriately trained personnel for alcohol and drug testing, selection analysis, and selection of a Medical Review Officer to verify laboratory drug test results. The Yellowstone Regional Airport's drug and alcohol testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The

specimen collection procedures and chain of custody shall ensure that specimen security, proper identification and integrity are not compromised.

In the event an employee tests positive for a controlled substance, the driver shall have the right to have the split specimen (collected at the same time as the tested specimen) retested, provided the driver provides written notice to the Medical Review Officer (MRO) within 72 hours of being notified of the positive result. This retest shall be at the expense of the driver.

### **29.12 Enforcement**

Employees whose conduct involved alcohol and drug use cannot return to duty in a safety-sensitive function until the return-to-duty test produces the required result. A driver who is tested and found to have any detectable level of alcohol shall not perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered. "Safety sensitive" functions include, but are not limited to, any job duties requiring operation or maintenance of airport vehicles; job duties which may require personnel to perform work on or around runways, aprons, hangars or other areas used by aircraft; job duties which require working with fuels or other toxic, hazardous or combustible substances, and any personnel required to supervise those employees who perform the above work.

Further employment actions up to and including termination may be instigated in accordance with the Drug Free Workplace Act of 1988 (L.L. 1010-226) other state and federal laws, and Yellowstone Regional Airport policy. In the event a driver tests positive for drugs, or has a confirmed detectable level of alcohol while at work, or violates a prohibited conduct, the Yellowstone Regional Airport does not guarantee that a position will be held open for a driver in the event they become re-qualified.

### **29.13 Rehabilitation**

The Yellowstone Regional Airport shall provide for the identification of a Substance Abuse Professional (SAP) for treatment for those employees who have violated the prohibitions of the regulations. This information shall include the names, addresses and telephone numbers of SAPs and counseling and treatment programs. Any rehabilitation or evaluation sought shall be at the expense of the driver.

### **29.14 Employee Records**

Employees' alcohol and drug test results and records shall be maintained in strict confidentiality and released only in accordance with the law. Upon written request, a driver shall receive copies of any records pertaining to his or her use of alcohol or drugs, including any records pertaining to his/her tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. Test records shall be maintained with the separate medical files of each employee.

### **29.15 Government Entity Records and Reports**

The Yellowstone Regional Airport shall maintain records of its alcohol and drug prevention programs as required by federal law in 49 CFR 382.401.

### **29.16 Not a Contract**

This policy does not create a contract, either expressed or implied. The Yellowstone Regional Airport may change the policy at any time, without notice.

## **SECTION 30: SEXUAL AND OTHER UNLAWFUL HARASSMENT**

The Yellowstone Regional Airport is committed to providing a safe work environment that is free of discrimination and harassment. Harassment is defined as verbal or physical conduct that belittles, shows hostility, or aversion toward an individual because of that person's race, skin color, religion, gender, national origin, age, disability or other federal and state protected classifications. Harassment can also occur if conduct is directed toward a person's relatives, friends or associates. Harassment does one or more of the following:

- ! Creates an intimidating, hostile, or offensive work environment.
- ! Has the purpose or effect of unreasonably interfering with an individual's work performance.
- ! Otherwise adversely affects an individual's employment opportunities.

The Yellowstone Regional Airport's employees deserve to work in an environment that provides the opportunity to conduct their duties efficiently and to deliver service to the public without fear or intimidation. In achieving this goal, the Airport as an employer wishes to promote the health, well being and mutual respect of all of its employees. Therefore, harassment of any kind by supervisors, or co-workers will not be tolerated within the organization or toward members of the public by Airport employees. In addition, the Airport will endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace.

### **30.1 Harassing Conduct in General**

Harassing conduct includes abusive words, such as epithets, slurs, and negative stereotyping, or threatening, intimidating, or hostile acts including jokes or pranks that are hostile or demeaning. Harassing conduct also includes written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, disability or other federal and state protected classifications and is displayed on walls, bulletin boards, or other locations in the workplace or is circulated in the workplace.

### **30.2 Identifying Sexual Harassment Conduct**

Sexual harassment can take many forms. The two most common forms are described as *quid pro quo* sexual harassment and *hostile work environment* sexual harassment.

- ! *Quid pro quo* is Latin meaning "something for something". When an employee is asked, either directly or indirectly, to submit to a sexual advance in exchange for some benefit at work such as a promotion or a pay advance, or is denied said

benefit, *quid pro quo* has occurred.

- ! A *hostile work environment* occurs when the constant sexual or gender-based harassing activity or comment interferes with an employee's ability to do his or her job and makes the workplace intolerable.
- ! Other forms of sexual harassment include harassment by an employee toward non-employees such as Airport customers, Board members, volunteers or vendors. An employee's sexual conduct in the course of employment that is observed by and offensive to, another employee is also harassment. Since customers, vendors or other third parties can subject Airport employees to sexual harassment, the Airport will take appropriate action to protect its employees from sexual harassment by non-employees. Sexual harassment may also occur between members of the same sex.

Common situations that may involve sexual harassment include:

- ! Pinups in the workplace. Pinups, cartoons, and calendars containing sexual material such as centerfolds, nude or sexual pictures, are not allowed on any Airport property except when held for evidence in criminal or administrative investigations.
- ! Engaging in any activity regarding romantic relationships or dating is strictly prohibited at work. This includes asking co-workers out on a date. Any personal relationships must be developed outside of working hours and should not interfere or be pursued during working hours. Dating between supervisors and subordinates is strongly discouraged and often may lead to sexual harassment issues.
- ! Rude treatment that is gender specific. A male supervisor who treats women rudely or a female supervisor who treats men rudely or constantly demeans the ability of one gender to perform particular work, is targeting one gender with mistreatment. This form of harassment includes non-verbal behaviors such as pranks, suggestive looks or leering including obscene or lewd sexual comments, jokes or innuendoes. Many people find slang, names or labels such as "honey," "sweetie," "boy," "girl" deeply offensive. Talking about or calling attention to another employee's body or sexual characteristics in a negative or embarrassing way may create a harassing atmosphere, just as making comments about a person's appearance or telling jokes about another employee's gender, race or sexual orientation or sexuality is always inappropriate. Sexually oriented comments are generally inappropriate in the workplace.
- ! Intentional touching. Even a single act of intentional and unwelcome touching of a sexual nature may be sexual harassment. Certainly, repeated acts constitute sexual harassment. Any unwanted touching or physical behavior such as pats, squeezes, shoulder or neck rubs or brushing against someone's body may be perceived as sexual harassment and may contribute to a hostile work environment.

Sexual harassment is determined on a case-by-case basis. Even though acts that are

offensive to one employee may not be offensive to another, some acts are prohibited regardless and are always inappropriate.

### **30.3 Reporting Harassment**

The reporting options are the same for sexual harassment or any other harassment claim. Any employee who believes they are a victim of harassment of any kind should provide a written report of their concerns to their immediate Supervisor, or Airport Manager immediately. If the report of harassment is made verbally, the employee may be requested to provide a written statement. Employees, who are harassed or have witnessed harassment, if appropriate, should request it to stop and then discuss their concerns with a non-involved Supervisor (supervisor who is not the subject of the complaint), and the Airport Manager. All complaints of harassment will be forwarded to the Airport Manager or his/her designee and investigated promptly. If a Supervisor observes or becomes aware of any harassing behavior he or she must report it immediately to his/her Supervisor and the Airport Manager so that an investigation of the situation can be pursued. Employee's request for confidentiality for anonymity shall not be granted at least for investigative purposes; however the Yellowstone Regional Airport will take all steps to protect the complainant from retaliation and unnecessary disclosure of the situation. The Airport Manager or his/her designee will work with the employee's Supervisor and to take appropriate disciplinary or corrective actions as necessary. If the allegation of harassment concerns the Airport Manager, the employee shall report the conduct to the chairman of the Yellowstone Regional Airport Joint Powers Board, and the Chairman shall take the necessary steps to investigate the conduct, and comply with the process describe herein. If the allegation of harassment concerns a member of the Board, the employee shall report the conduct to the Chairman of the Board, or to the City Administrator for the City of Cody. The person receiving the complaint of alleged harassment may, in his or her discretion, either conduct the investigation, and may be assisted by counsel or staff, or may hire individual(s) outside the organization to conduct the investigation. Any expenses associated with the investigation shall be paid by YRA. If a harassment charge is fabricated, the complainant is subject to disciplinary action, up to and including termination.

### **30.4 Investigating Harassment:**

Generally, the Airport Manager or his/her designee will direct the investigation and in all cases a thorough investigation will be made. In the event the Supervisor or his/her designee is a party to the complaint the Airport Manager will designate how the investigation is to proceed. The Yellowstone Regional Airport reserves the right to hire an outside consultant to perform the investigation if it is deemed in the best interest of the complainant and/or the Airport. All investigations will be documented and the documentation maintained in a confidential file. Written records, including witness statements, will be made during all steps of the investigation. Copies of notes, diaries, tapes, or other relevant physical evidence will be obtained when available. Confidentiality will be preserved to the fullest extent possible, however information may be revealed in order to investigate the complaint.

A confidential interview will be conducted with the complainant, any potential witnesses or other complainants, and the accused harasser. The alleged harasser will be told that a charge of harassment has been made and that pursuant to this policy an investigation is being conducted. Details of the allegations will be obtained including dates, times, places, specific incidents and whether anyone else had been told about or been involved in the harassment. After the investigation is complete, the Airport Manager will determine whether the allegations of harassment are substantiated and if so what corrective action should be taken. The determination will be based upon if the actions alleged were unwelcome, inappropriate and/or against policy.

The complaining party, accused, and all witnesses should be advised not to discuss the matter with anyone else. In some cases, interim action will be taken during the course of the investigation to eliminate contact to the extent possible between the parties involved in the incident. This type of action may include ordering the parties not to have any contact with each other, temporarily changing work assignments, schedules or suspending an employee with pay during the course of the investigation. Interim actions are intended to be of short duration, since the investigation under most circumstances should be completed in a matter of days.

Under no circumstances will an employee threaten or retaliate against an employee who alleges sexual or any other type of harassment. Threats and retaliation are violations of this policy and are subject to formal disciplinary action up to and including termination. Failure to cooperate with an investigation of sexual harassment may constitute a violation of this policy. Failure of a supervisor to report instances of harassment, even if no formal complaint is made, may expose the supervisor to disciplinary action up to and including termination.

If the results of a harassment investigation are inconclusive, all involved parties will be notified of the outcome and the reasons for it. The complainant will be advised to report any further incidents and the supervisor will monitor the situation. The terms of the sexual harassment policy will be discussed with the accused.

### **30.5 Discipline**

Violators of this policy may be subject to disciplinary action up to and including termination. The severity of the punishment will be consistent with the seriousness of the misconduct. The complainant will be notified of the actions taken against the accused and will be contacted on a regular basis to insure no further harassment occurs. The complainant's non-involved immediate supervisor will be responsible for monitoring the post-discipline situation.

## **F. SECTION 31: VIOLENCE IN THE WORKPLACE**

The Yellowstone Regional Airport is committed to creating and maintaining a working environment for all employees that is free of violence. Threats and acts of violence are

prohibited in the workplace and will result in disciplinary action up to and including termination.

**Except as may be needed as a condition of employment:**

- \* No employee shall bring into any Airport work site or facility any weapon or dangerous instrument as defined herein.
- \* No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument while working for the Yellowstone Regional Airport.
- \* No employee shall cause or threaten to cause the physical injury or death to any individual while working for the Yellowstone Regional Airport.
- \* No employee shall exhibit any threat, behavior or action which is physically assaultive or which may be interpreted by a reasonable person to carry the potential to harm or endanger the safety of others; result in an act of aggression; or destroy or damage property.

Weapons may include firearms (loaded or unloaded), knives (excluding pen knives, small pocket knives or tools containing knives, such as “leatherman” tools), batons, nightsticks, martial arts weapons or electronic defense weapons. Dangerous instruments include any instrument, article, or substance that, under the circumstances, is capable of causing death or physical injury. Tools of employment are to be used for their designed purpose and never as a dangerous instrument. This provision shall not be construed to prohibit the use of weapons and firearms by YRA personnel consistent with and as required by FAA regulations for security personnel employed by YRA (including but not limited to Law Enforcement Officers), and for wildlife management.

There is no reasonable expectation of privacy with respect to weapons and dangerous items in the workplace. Such items may be confiscated.

Each and every threat or act of violence will be taken seriously. Anyone observing or experiencing violence or threats of violence shall immediately report the relevant information to their Supervisor, Airport Manager or his/her designee for investigation and follow-up. Investigations will be conducted as outlined in the Airport’s Sexual and Other Unlawful Harassment Policy.

**SECTION 32: CONFLICT RESOLUTION PROCEDURE**

A conflict may be defined to include, but is not limited to, any dispute or difference of opinion on such matters as employee-supervisor relations, working conditions, granting of leave time, and duty assignments. This conflict resolution procedure does not apply in the case of formal disciplinary action.

The Yellowstone Regional Airport recognizes the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and employees. Accordingly, the Airport believes the following procedure

will insure that complaints receive full consideration. Should a condition exist which an employee feels is unsatisfactory, it is important that he/she bring it to the attention of their supervisor, or other appropriate person in the proper manner.

### **32.1 Resolution Process**

A. If an employee has a conflict or wishes to complain, every effort should be made to resolve the problem by informal means at the lowest possible level, i.e., addressing the problem with the immediate supervisor or Airport Manager. This should be done within five (5) working days after occurrence of, or knowledge of, the conflict occurring. If informal means does not bring a solution to the situation, the employee must submit a written report of the conflict to his/her supervisor or within ten days of the problem's occurrence. If the supervisor or Airport Manager believes no action is warranted or possible, the employee shall receive a written explanation as to the reasoning of such decision within ten days of receiving the employee's written report. Where action is warranted or required the Supervisor or shall notify the employee in writing that further investigation and/or consideration is necessary and will be completed within the following ten days.

B. If an employee feels his/her complaint has not received adequate attention, he/she may direct the complaint to the, Airport Manager or other designated agent.

Such complaints must be made in writing, within five (5) days of receiving the answer provided in "A" above. The Airport Manager or designated agent will review the complaint with the supervisor and arrange a meeting with the employee within five (5) business days of receiving the complaint. At this step the Supervisor, Airport Manager or designated agent may make a final decision in the matter. The employee shall be advised in writing of the decision within five (5) business days of the meeting.

C. All employees are assured every effort will be made to resolve problems. Under no circumstances will an employee be retaliated against for presenting a good faith complaint to their supervisor, Airport Manager or other designated agent in accordance with the conflict resolution procedure set forth above. Complaints that are made when the complaining party knows or should know that the allegations are false, or when the allegations are made with reckless disregard for the trust are not in good faith, and the employee making such a complaint may be disciplined, up to and including termination.

## **SECTION 33: SEPARATION FROM EMPLOYMENT**

Separation from employment is an inevitable part of personnel activity within any organization, and most reasons for termination are routine. This policy defines the types of employment separation which may occur and the effect of separation on benefits and continuous service. This policy will apply to all employees including full-time, regular part-time, probationary, provisional and temporary employees.

### **33.1 Voluntary Separation:**

Voluntary separation occurs when the separation is initiated by the employee.

Examples include:

- A. Written or oral resignation;
- B. Unauthorized absence (i.e. job abandonment) from work;
- C. Failure to return from an approved leave of absence at the expiration of the leave;
- D. Retirement

Employees wishing to voluntarily terminate employment with the Airport are expected to provide a written resignation to their supervisor or at least 10 business days prior to the anticipated separation date. The resignation letter will remain part of the employee's permanent personnel file.

### **33.2 Involuntary Separation:**

Involuntary separation occurs when the separation is not initiated by the employee.

Examples include:

- 1. A. Reduction in Force (RIF) – on the basis of the Airport determining that adequate funding is no longer available and at the discretion of the Airport Manager, with the concurrence and in consultation with the Airport Attorney. RIF'd employees will remain on a list kept by the Airport Manager for a period of two years and will be eligible for re-employment.
- B. Termination.
- C. Death of the Employee.

The Airport may conduct exit interviews with employees when employment ends. The exit interview will afford an opportunity to discuss such issues as benefits, reasons for leaving, improvements that the Yellowstone Regional Airport could make on behalf of its employees, benefit conversion privileges, repayment of outstanding debts to the Airport, or return of Airport-owned property.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid.

Depending on the rules and regulations of each benefit, some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

#### **SECTION 34: DISCIPLINARY ACTIONS**

**EMPLOYMENT WITH YELLOWSTONE REGIONAL AIRPORT IS AT-WILL, AND ANY EMPLOYEE MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE.**

Depending on the severity of the infraction and the employee's past job performance, disciplinary action may take the form of oral reprimand, written reprimand, suspension without pay or termination. **The outlined forms of disciplinary action are not mandatory, progressive steps and the Airport may impose any form of disciplinary action up to and including termination at any time.** The Airport Manager or his/her designated representative may assume the responsibility for administering official oral reprimands, written reprimands, suspensions or terminations as appropriate. Disciplinary action may be taken for, but is not necessarily limited to, the following:

- ! Violation of any State Statute, Airport Ordinance, Federal Law or any personnel policy of the Yellowstone Regional Airport or violation of other operation policies of the Yellowstone Regional Airport.
- ! Neglect of duties or inability to perform assigned job duties in an efficient and satisfactory manner.
- ! Insubordination or other disrespectful conduct.
- ! Misconduct, negligence, horseplay, or improper conduct.
- ! Fighting or threatening violence in the workplace.
- ! Failure to comply with reasonable directives and assignments made by supervisors.
- ! Sexual or other unlawful or unwelcome harassment.
- ! Theft, inappropriate removal or possession or intentional destruction of Airport property, another employee's property, or a member of the public's property.
- ! Smoking in prohibited areas.
- ! Being under the influence of intoxicants, non-prescribed drugs or illegal drugs while on duty, failing to report the use of or to follow the restrictions of prescribed medications that impair judgment or impact the employee's ability to perform the essential functions of their position. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating Airport-owned vehicles or equipment.
- ! Falsification of timekeeping or other records, or falsification or misuse of leave benefits.

- ! Acceptance of any bribe, gift, token, money or other thing of value intended as an inducement to perform or refrain from performing any official act, or any action of extortion or other means of obtaining money or anything of value through the employee's position.
- ! Excessive tardiness or any absence without approval or notice.
- ! Lying to supervisors, employees, members of the public or public officials or deliberately misrepresenting or withholding relative or important business information.
- ! Unauthorized use of telephones, mail systems, computers or other employer-owned equipment or tools.
- ! Improper or unauthorized release of confidential information.
- ! Unsatisfactory performance or conduct.

### **34.1 Types of Disciplinary Action**

**The outlined forms of disciplinary action are not mandatory steps and the Airport reserves the right to impose any form of disciplinary action up to and including termination at any time due to the severity of the infraction. EMPLOYMENT WITH YELLOWSTONE REGIONAL AIRPORT IS AT-WILL, AND AN EMPLOYEE MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE.**

**34.1.1 Oral reprimand:** An oral reprimand may be given by the employee's Supervisor. The oral reprimand shall address the specific infraction(s) and means of correction the employee must take to avoid future infraction(s). It will also include likely consequences which will occur if the infraction continues.

**34.1.2 Written reprimand:** A written reprimand may be given and shall be prepared by the Supervisor and/or Airport Manager. The written reprimand shall address the specific infraction(s) and means of correction and shall be considered in the preparation of the employee's job performance evaluations and determination of salary increases. It shall include likely consequences if the behavior or infraction continues. The employee may request an informal meeting with the Airport Manager or his/her designated agent within ten days of the written reprimand.

**34.1.3 Suspension:** In the event of a serious infraction or repeated infractions by an employee, the Airport Manager, with concurrence of the Supervisor and Airport Manager or his/her designee may suspend the employee without pay. Prior to the effective date of the suspension (except in an emergency when immediate action is required), the employee shall be notified in writing of the proposed action, and the effective date.

**34.1.4 Termination and Demotion:** An employee may be terminated or demoted by the Airport Manager or his/her designee upon recommendation of the employee's Supervisor or his/her designee for an infraction of a severe

nature, a repeated infraction following earlier disciplinary action or a proven inability to successfully perform the duties of the position.

A combination of any of the above disciplinary actions may be taken at the recommendation of the Supervisor and approved by the Airport Manager.

### **SECTION 35: EMPLOYEE BENEFITS**

All employee benefits are subject to change due to fiscal condition of the Airport, changes in rules, regulations or policies and the decision of the Yellowstone Regional Joint Powers Board in general. Benefits are subject to change each year if deemed appropriate by the Yellowstone Regional Joint Powers Board.

Eligible employees of the Yellowstone Regional Airport are provided a wide range of benefits. A number of the programs (such as Social Security, Worker's Compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in this personnel policy manual. In determining if leave requests will be granted, the Supervisor and Airport Manager will consider the best interests of the Yellowstone Regional Airport and the interests of the employee in determining if leave will be granted.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- Family and Medical Leave
- Holidays
- Insurance Benefits
  - Health Insurance
  - Optional Supplemental Plans
- Court Leave
- Military Leave
- Personal Leave
- Retirement Program
- Sick Leave Benefits
- Vacation and Personal Day Benefits
- Voting Time Off
- Workers' Compensation Insurance

Some benefit programs require contributions from the employee, but many are fully paid by the Yellowstone Regional Airport.

#### **35.1 BEREAVEMENT LEAVE**

If an employee wishes to take time off due to the death of family member, the employee should notify the Airport Manager or his or her supervisor immediately.

Up to five days of paid bereavement leave will be provided to full-time employees and one and one half days will be provided to regular part-time employees due to the death of an immediate family member. Immediate family member is defined as a spouse, child, sibling, parent or household member. The airport manager may, in his or her discretion, grant written approval for requests for paid bereavement leave for the death of other family members not included in the definition above, but at no time shall such leave exceed five days. Bereavement pay is calculated based on the base pay rate at the time of absence.

Approval of bereavement leave will generally be granted in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use accrued paid leave for additional time off as necessary.

Request for approval be shall made in writing to the Airport Manager and or employee's Supervisor. The employee's Supervisor, with the concurrence of the Airport Manager, may grant the use of the employee's accrued sick leave up to one week (40 hours) after the death of a family member with the intent that the employee needs the time to tend to the personal affairs of the deceased family member.

## **35.2 FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Policy provides employees with time off to attend to the needs of immediate family members under certain circumstances. In addition, the policy is intended to permit an eligible employee time off for a serious illness that makes the employee temporarily unable to perform his/her job.

This policy is intended to meet or exceed the requirements of federal legislation. If laws of the State of Wyoming are more generous in any area, the state law will prevail over this policy on a provision-by-provision basis.

**35.2.1 Leave Benefits:** An eligible employee may take unpaid leave of absence for a total of twelve (12) work weeks during any twelve month period for one or more of the following reasons:

- a. The birth and first-year care of a child (benefits end after the child reaches age one);
- b. The adoption or foster placement of a child (the benefits end twelve months after adoption or placement);
- c. The "serious health condition" of an employee's spouse, parent, or child;
- d. The employee's own serious health condition that makes the employee unable to perform his/her job functions.
- e. "Covered Active Duty" means:
  - a. In the case of a member of the regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; and

- b. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 1010(a)(13)(B) of Title 10.
- f. A “qualifying exigency” as defined by the United States Secretary of Labor, in which the employee’s spouse, son, daughter or parent on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in a foreign country. Qualifying exigency leave can only be approved for those categories of leave authorized and approved by the Family Medical Leave Act and the United States Department of Labor Rules and Regulations.

The entitlement to leave for birth, adoption or foster placement of a child as described above expires twelve (12) months after the birth, adoption or foster care placement. For purposes of leave under the next two categories above, a “serious health condition” is defined as an illness, injury, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The “continuing treatment” test for a serious health condition under the regulations may be met through:

1. A period of incapacitation from the Airport of more than three consecutive, full calendar days plus treatment by a health care provider that results in either:
  - a. Two (2) or more treatments in person by a health care provider within 30 days of the first day of incapacitation from the Airport, unless extenuating circumstances exist. The first treatment must take place within 7 days of the first day of incapacitation from the Airport, and health care provider, not the employee/patient, shall determine if the second visit is needed; or
  - b. Treatment by a health care provider on at least one occasion followed by a regimen of continuing treatment under the supervision of the health care provider. Over-the-counter medications, bed rest, taking of fluids, exercise and other activities that can be initiated without a visit to a health care provider to not constitute continuing treatment. Serious health condition does cover conditions such as asthma and diabetes even if the episode of incapacitation from the Airport does not last more than three (3) days.”
2. Any period of incapacitation from the Airport related to pregnancy or for prenatal care;
3. Any period of incapacitation from the Airport or treatment for a chronic serious health condition;
4. A period of incapacitation from the Airport for permanent or long-term conditions for which treatment may not be effective, or
5. Any period of incapacitation from the Airport to receive multiple treatments (including recovery from those treatments) for restorative surgery, or for a condition which would likely result in an incapacitation from the Airport of more than three consecutive, full calendar days absent medical treatment.

For purposes of the benefits referred to above which pertain to leave for the serious health condition of a child, the term “child” shall mean a son or daughter which is either a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is:

- 1 . Under eighteen (18) years of age; or
- 2 . Eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

When both a husband and wife are employed by the Yellowstone Regional Airport, they are permitted to take only twelve (12) weeks leave in the aggregate over a twelve (12) month period if the leave is for birth, adoption, and placement of a foster child or the care of a sick family member. For other types of family and medical leave available under this policy, each employee may take up to twelve (12) weeks leave in a twelve (12) month period.

**35.2.2 Military Caregiver Leave:** Subject to the requirements of this policy and Federal law, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the covered service member. During the 12-month period described in the paragraph, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for leave under this paragraph, and leave under the section entitled “Benefits”.

“Covered Service Member” means the following:

- a) A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- b) A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term “outpatient status” with respect to a covered service member, means the status of a member of the Armed Forces assigned to:

- 1 . A military medical treatment facility as an outpatient; or
- 2 . A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

The term “Next of Kin” means the nearest blood relative of that individual.

The term “serious injury or illness” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or

illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade rank or rating.

**35.2.3 Leave Eligibility:** All regular full-time and part-time employees who meet the following criteria are eligible for FMLA leave:

1. Have been employed by the Yellowstone Regional Airport for at least 12 months (nonconsecutive); and
2. Have worked for at least 1250 hours within the previous twelve (12) month period. Time paid (i.e. sick leave, vacation leave, etc.) will not be counted in calculating hours of service.

The use of numbers of hours of work in this policy instead of reference to days or weeks of work is intended only for ease of administration and should not be interpreted as having any effect on employment status under the Fair Labor Standards Act.

Any eligible employee who is entitled to the leave referred to above shall be entitled to continuation of health benefits and all other insurance benefits, as well as accrual of sick leave and/or other leave benefits during the period of leave, under the same terms and conditions as are provided to the employee prior to taking the leave. Any increase in premiums or deductibles that apply to active employees shall also apply to employees on FMLA leave. Any employee who fails to pay the required share of premium may be dropped from coverage under the group health plan.

Any employee who is eligible for this leave and takes the leave is entitled to an equivalent position with equivalent pay, benefits, and conditions of employment upon return to employment so long as the employee can continue to perform all the essential functions of the position.

Family and Medical Leave are not to be considered as leave in addition to other leave granted to the employee by the Yellowstone Regional Airport. FMLA is intended only to supplement that leave to the extent it does not otherwise provide for twelve (12) weeks of leave. The Yellowstone Regional Airport will require employees to use accrued leave in conjunction with FMLA leave. If the employee does not have 12 weeks of accrued leave, the employee will take as much FMLA leave paid as they have accrued and the remaining leave (up to 12 weeks) will be taken as unpaid FMLA leave). For example: If due to the illness of an employee, an employee desires to take leave for a period up to twelve (12) weeks and the employee has available six (6) weeks of sick leave, one (1) week of compensatory leave, and one (1) week of vacation leave, then the employee would be required to use the eight (8) weeks of available leave and would therefore use four (4) weeks of unpaid leave, equaling the twelve (12) weeks of FMLA leave.

**35.2.4 Duties of Employee:** In the case in which the reason for leave is due to the necessity of the employee to care for the spouse, son, daughter, or parent of the employee or because of the serious health condition that makes the employee unable to perform the essential functions of his/her position, the employee shall:

1. Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Airport, subject to the approval of the health care provider; and
2. Provide the Airport with timely oral and written notice; such notice may not be less than thirty (30) days before the date the leave is to begin. In cases where the date of the treatment requires the leave to begin in less than (thirty) 30 days, the employee shall provide such notice on the day the employee learns of the need for the leave or the next business day. If the employee does not give at least thirty (30) days notice, the Airport may ask for an explanation, and the employee must respond. If an employee fails to give proper notice, the Airport may delay or deny leave.

**35.2.5 Duties of the Airport:** The Yellowstone Regional Airport shall notify the employee of eligibility within 5 business days of the employee's request or of the Airport learning that leave may be covered by FMLA, unless there are extenuating circumstances. The notice may be oral or written, and must inform the employee if he or she is eligible. If the employee is not eligible for FMLA leave, the eligibility notice must specify at least one reason why the employee is not eligible.

The Yellowstone Regional Airport must also give notice to the employees of their rights and responsibilities. The Airport may use a single form (including U.S. Department of Labor forms) for both the eligibility notice and the rights and responsibility notice.

**35.2.6 Certification:** The Yellowstone Regional Airport will require an employee who requests Family and Medical Leave to be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, or in the case of service member family leave, of the next of kin of an individual as appropriate. The Airport must request the certification within five (5) business days after the employee requests leave. The Airport must give the employee at least fifteen (15) calendar days to provide the certification. It is the employee's responsibility to provide the Airport with a complete and sufficient certification. The employee shall be responsible for the cost of such certification or re-certification.

If the certification is incomplete or insufficient, the Airport must notify the employee in writing of what additional information is needed and must allow the employee at least seven (7) calendar days to cure any deficiency in the certification. A certification is incomplete if an entry is blank, and is insufficient if information is vague, ambiguous or nonresponsive. The Airport may deny FMLA

leave if the deficiencies in the certification are not corrected, or there is no resubmitted certification.

The Yellowstone Regional Airport may contact the health care provider for authentication (i.e. verifying that the health care provider completed and signed the certification) or clarification (i.e. understanding the handwriting or understanding the meaning of a response) but only after giving the employee a chance to clarify. The Airport Manager or his/her designee may contact the employee's health care provider, but the employee's direct supervisor may not contact the health care provider.

In the case of a qualified exigency leave request, the Yellowstone Regional Airport may require the employee to provide a copy of the service member's active duty orders, or to complete form WH-384. In addition, the Yellowstone Regional Airport reserves the right to contact a third party to verify that the employee met with the third party during the leave (for example a teacher or financial institution). If the employee submits complete and sufficient certification supporting the request for leave, the Yellowstone Regional Airport may not request additional information from the employee.

In the case of a military caregiver leave request, the Yellowstone Regional Airport may require certification of the need for caregiver leave from specific military health care providers. The Yellowstone Regional Airport may require the employee to complete a form WH-385 for certifying military caregiver leave.

Certification shall be determined sufficient if it states the following:

- 1 . The date on which the serious health condition commenced; and
- 2 . The probable duration of the condition; and
- 3 . The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
- 4 . If applicable, a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse or parent; and
- 5 . In the case of the employee's own serious health condition, a statement that the employee is unable to perform the functions of the position of the employee; and
- 6 . In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment, and a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule.

In any case in which the Yellowstone Regional Airport has reason to doubt the validity of the certification provided by the employee for leave for medical care or for medical reasons, the Airport may require, at the expense of the Airport, that

the eligible employee obtain the opinion of a second health care provider designated and approved by the Airport concerning any information certified under this section of such medical leave.

In the event in which the second opinion described above differs from the opinion in the original certification provided under this section, the Airport may require, at the expense of the Airport, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Airport and the employee. The opinion of the third health care provider shall be considered to be final and shall be binding on the on the Airport and the Employee.

The Yellowstone Regional Airport may ask for recertification once every thirty (30) days in connection with the employee's absence. If the original certification indicated that the condition will last more than thirty (30) days, and the leave involves the absence of the employee, the Airport will not ask for recertification during the period specified in that original certification. The Airport may ask for recertification every six months, regardless of the period specified in the certification. The Yellowstone Regional Airport may not request recertification for qualified exigency or military caregiver leave.

**35.2.7 Intermittent and Reduced Schedule Leaves:** Serious health condition leaves described earlier may be taken on an intermittent or reduced schedule basis when medically necessary. Birth/adoption/foster placement leaves may be taken on an intermittent or reduced schedule basis only with the approval of the Airport Manager. For purposes of this policy, "intermittent leave" includes periods of absence ranging from one hour to several weeks. "Reduced schedule" means a leave schedule that reduces the usual number of hours worked by an employee.

- ! Medical Certification: Employees taking an intermittent or reduced schedule leave for planned medical treatment are required to provide written certification from a health care provider that includes (i) the expected treatment dates; (ii) the treatment's expected duration; and (iii) a statement of the medical necessity of the leave.
- ! Employee Obligation: Employees must make a reasonable effort to schedule intermittent leave which is foreseeable, based on planned medical treatment and approval of the health care provider, so as not to unduly disrupt the company's business operation.
- ! Temporary Transfer: The Airport may require an employee who requests intermittent leave or leave on a reduced schedule basis to temporarily transfer to an alternative job that better accommodates such periods of leave. The alternative position will be one for which the employee is qualified, and which provides equivalent pay and benefits.

**35.2.8 Job Reinstatement and Failure to Return to Work:** Employees are entitled to be reinstated in their prior jobs, or equivalent jobs with equivalent pay and benefits, upon their timely return from a family or medical leave. An

employee returning from a serious illness leave is required to provide written certification from a health care provider that the employee is able to resume work. The employee returning from a serious illness retains the right to reinstatement after returning from an absence up to and including twelve (12) weeks duration. Leave taken because of a serious illness longer than twelve (12) week's duration will be covered under the Sick Leave Policy. An employee who fails to report to work or provide required medical documentation relating to the illness or injury will be terminated from employment.

A salaried employee who is in the highest paid 10% among those employed by the Airport may be denied job reinstatement if necessary to prevent significant and grievous economic injury to the Airport's operations. An affected employee will be notified of the Airport's decision to deny job reinstatement as soon as possible. If notice is provided after the leave has already commenced, the employee will be given the opportunity to immediately return to the job. An employee who fails to return to work after the leave of absence expires is required to reimburse the Airport for the Airport's share of premiums/contributions for health coverage provided during the leave. Failure to reimburse the Yellowstone Regional Airport may lead to legal action and/or withholding such amounts from payments otherwise owed to the employee (e.g. accrued vacation pay), pursuant to the employee's signed authorization permitting such withholding.

Employees on family or medical leave are required to periodically report to their supervisor and/or his/her designee on their status and intention to return to work, as outlined in the Sick Leave Policy.

A twelve (12) month period for the purposes of this policy is calculated starting from the day the employee is notified by the Yellowstone Regional Airport that a leave of absence qualifies under the Family and Medical Leave Policy.

### **35.3 HOLIDAYS**

The Yellowstone Regional Airport grants holiday time off to all employees on the holidays listed below.

- New Year's Day (January 1)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- One Personal Holiday

The YRA Board may declare an additional holiday at such times as it determines in its discretion would be appropriate. Holiday pay will be calculated based on the employee's straighttime pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If the holiday falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay and those hours will qualify as time worked for the calculation of overtime on his/her time sheet. In the case of a regular part-time employee, the employee will receive 4 hours of holiday pay. Personal Holiday must be used in the calendar year, no carry over will be allowed.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have been used.

If a nonexempt regular employee works on a recognized holiday, he or she will receive holiday pay at one and onehalf times his or her straighttime rate for the hours actually worked on the holiday plus eight hours (or four hours in the case of a part-time employee) of straight time pay.

#### **35.4 INSURANCE BENEFITS**

**35.4.1 Health Insurance:** The Yellowstone Regional Airport offers its regular full-time employees a health and life insurance plan through the Wyoming Association of Municipalities-Joint Powers Insurance Coverage (WAM-JPIC). The program is a group health and life insurance plan. The group health portion of the plan is administered and underwritten by BlueCross BlueShield of Wyoming. The group life plan is administered and underwritten by Medical Life Insurance Company.

The Yellowstone Regional Airport has also elected to offer eligible employees limited dental coverage under the Dental Option program within the insurance plan. Upon accepting a position with the Yellowstone Regional Airport there is a waiting period for the application to be processed by the insurance provider.

Information about the Yellowstone Regional Airport's health and life insurance coverage program may be obtained from the Airport Manager or his/her designee.

**a. COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Airport's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a

reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Airport's group rates plus an administration fee.

The Airport's insurance plan Manager will provide each eligible employee with a written notice describing rights granted under COBRA. The notice contains important information about the employee's rights and obligations.

### **35.5 COURT LEAVE**

**35.5.1 Jury Duty:** The Yellowstone Regional Airport encourages employees to fulfill their civic responsibilities by serving jury duty when required.

The Yellowstone Regional Airport will pay the employee's regular wage for forty (40) working hours for full-time employees and for twenty (20) working hours for regular part-time employees. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Jury duty fees paid to the employee will be turned back to the Airport by the paid employee. Employee classifications that qualify for paid jury duty leave are:

- Regular fulltime employees
- Regular part-time employees

For jury duties lasting longer than forty (40) working hours for full-time employees and (20) hours for regular part-time employees, employees will not be paid, but are free to use any accrued eligible paid leave benefits such as vacation, compensatory time and the personal day to receive compensation for any period of jury duty absence that would otherwise be unpaid. Employees must show the jury duty summons to their supervisor as soon as possible so the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. The Airport Manager may allow additional paid time to fulfill jury duty obligations.

The Airport will continue to provide health insurance benefits for the full term of the jury duty absence. In addition, vacation, sick leave, retirement and holiday benefits will continue during jury duty leave so long as the employee is drawing pay from the Yellowstone Regional Airport.

**35.5.2 Witness Duty:** The Yellowstone Regional Airport encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the Airport or because of the position they hold with the Yellowstone Regional Airport, they will receive paid time off for the entire period of witness duty. Any fees paid which relate to serving as a witness under this circumstance will be turned over to the Yellowstone Regional Airport if the Airport is granting paid leave to appear as a witness.

Employees will be granted a maximum of 40 hours for full-time employees and 20 hours for regular part-time employees of unpaid time off to appear in court as a witness at the request of a party other than the Airport. Employees will not be paid but are free to use any accrued eligible paid leave benefits such as vacation, compensatory time and the personal day to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work when the court schedule permits.

## **35.6 MILITARY LEAVE**

**35.6.1 General Provisions:** A military leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. armed services. All sections of this policy will be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Questions regarding military leave are addressed in general in this policy, but for more detailed situations, the Airport Manager or his/her designee shall refer to the Federal Register of the Department of Labor 20 CFR Part 1002 for clarification, identification and interpretation of the USERRA. The Airport Manager or his/her designee shall have a copy of the Federal Register in his/her office for employee review.

**35.6.2 Requirement of Notice:** All employees must notify the Yellowstone Regional Airport that he/she intends to leave the employment position to perform service in the uniformed services. The employee's notice may be written or verbal and must provide at least thirty days notice if possible and if not possible, be as far in advance as reasonably possible.

**35.6.3 Periods of Service:** A Yellowstone Regional Airport employee may perform service in the uniformed services for a cumulative period of up to five (5) years and retain reemployment rights with the Yellowstone Regional Airport. Some exceptions apply and can be found in 20 CFR Part 1002.

**35.6.4 Application for Reemployment:** Upon completing service in the uniformed services, the employee must notify the Yellowstone Regional Airport of his/her intent to return to his/her employment by either reporting to work or submitting a timely application for reemployment.

- a. Periods of service less than 31 days or for the period of any length of a fitness examination: the employee must report back to work not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service, and the expiration of eight hours after a period allowing for safe transportation from the place of that service to the employee's residence.
- b. Period of service more than 30 days but less than 181 days: the employee must submit an application for reemployment (written or verbal) with the employer not later than 14 days after completing service.
- c. Period of service more than 180 days: the employee must submit an application for reemployment (written or verbal) not later than 90 days after completing service.

**35.6.5 Military Training Leave of Absence Pay:** Employees will receive full pay for training assignments of fifteen days and shorter absences pursuant to Wyoming State Statute 19-11-108(a) which states... employees in the Wyoming National Guard or U.S. Military reserve shall be given a military leave of absence with pay at the regular salary or wage which the employee normally receives, not to exceed fifteen (15) calendar days in any one (1) calendar year. Employees must present official military duty or training orders. The portion of any military leaves of absence in excess of fifteen calendar days will be unpaid. However, employees may use accrued time off such as vacation, compensatory time and the personal day during the absence.

**35.6.6 Benefit provisions during Military Leave of Absence:**

1. Health Insurance: So long as the Yellowstone Regional Airport has a health insurance program in place, and the employee is part of the plan at the time the employee requests leave; the employee is eligible to keep coverage on himself/herself and eligible dependents.
  - a. Leave less than 31 days: The employee cannot be required to pay more than the regular employee share, if any, for health insurance coverage.
  - b. Leave for more than 31 days: The employee may be required to pay no more than 102% of the full premium under the plan, which represents the employer's share plus the employee's share, plus 2% for administrative costs.

- c . Seniority Benefits: the employee is eligible to receive all seniority, status and rate of pay benefits. Vacation and sick leave benefits will cease to accrue during a military leave of absence, however the balances will remain available for when the employee returns. In addition, any increases in pay due to longevity or that would have been provided during the period of leave must be restored upon reemployment.

Wyoming Retirement System Contributions: Upon reemployment, the employee is treated as not having a break in service with the employer for purposes of participation, vesting and accrual of benefits so long as once he or she is reemployed and has repaid any contributions that would have been required while he/she was on leave. Employees are required to repay their portion of the contribution within five years. Should the employee elect not to repay their contribution, the time on leave will be treated as a break in service. All rules and regulations of the Wyoming Retirement System will be followed with regard to employer and employee contributions once the employee is reemployed.

### **35.7 PERSONAL LEAVE**

The Yellowstone Regional Airport may provide leaves of absence to eligible employees who wish to take time off from work duties to fulfill personal obligations. If granted, employees may use accrued paid time off including vacation, compensatory time and personal day. Once all paid time has been used, employees may also, with approval from the supervisor and Airport Manager, extend their personal leave without pay. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

Regular fulltime employees

As soon as eligible employees become aware of the need for a personal leave of absence, the employee shall submit a written request to their outlining the purpose and expected duration of the requested leave.

If authorized, personal leave may be granted for a period of up to 30 calendar days for full-time employees. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions and limitations of the applicable plans, the Airport will continue to provide health insurance benefits for up to 30 calendar days of approved personal leave for eligible employees. The Employee will only be expected to reimburse the Yellowstone Regional Airport for the employee share of the premium that would have been deducted from the employee's pay had the employee been at work.

Employees authorized to extend personal leaves of absence beyond 30 days will be required to reimburse the Yellowstone Regional Airport for the entire employer and employee health care insurance premium. Vacation, sick leave, and holiday benefits will not continue to accrue during the approved personal leave period. Retirement contributions will not continue during any unpaid leave of absence. Long term disability premiums must be reimbursed to the Yellowstone Regional Airport for periods of leave greater than 30 days.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the Airport cannot guarantee reinstatement in all cases. In any case where the Yellowstone Regional Airport must fill the employee's position while on a personal leave of absence, the Airport will make all reasonable efforts to notify the employee in advance in an effort to allow the employee to immediately return to their position.

If an employee fails to report to work promptly at the expiration of the approved leave period, the Airport will assume the employee has resigned.

### **35.8 Retirement Program**

The Yellowstone Regional Airport participates in the Wyoming Retirement System program. Participation by regular full-time and part-time employees is mandatory, set at 16.62% of gross income. Of the 16.62%, YRA pays 12.19%, and 4.43% is paid by the employee. Eligible employees receive a handbook of the Wyoming Retirement System. Additional information can be obtained from the Airport Manager or his/her designee.

### **35.9 Sick Leave Benefits**

**35.9.1 Purpose:** Sick leave benefits are intended solely to provide income protection in the event of illness or injury. The Yellowstone Regional Airport provides paid sick leave benefits to all full-time employees for periods of temporary absence due to employee illnesses or injuries as well as the illnesses or injuries of the employee's immediate family including the employee's spouse, child or parent or same by marriage. Any time spent attending doctors' appointments or time away from work due to an injury or illness will be recorded as sick time.

An employee who wishes to take sick leave without pay must have authorization from the appropriate and Airport Manager.

Accrued Sick leave (up to 40 hours) may also be granted to employees after the death of an immediate family member where the employee needs time to tend to the deceased family member's affairs.

#### **35.9.2 Eligible employee classification(s):**

Regular full-time employees

**35.9.3 Accrual:** Eligible employees will accrue sick leave benefits at:

|                              |                    |
|------------------------------|--------------------|
| Regular full-time employees  |                    |
| 1 to 5 years of service      | 80 hours per year  |
| More than 5 years of service | 120 hours per year |

Sick leave will begin to accrue at the start of employment. Paid sick leave is to be rounded to the nearest quarter-hour increment and recorded as such. Effective with the date of this policy manual, employees will be eligible to accrue up to a maximum of 720 hours of sick leave.

**35.9.4 Sick Leave Conversion:** Eligible employees may be able to convert a portion of their accrued sick leave towards their 457 Deferred Compensation Account, or Health Savings Account, or a combination of both upon an eligible separation from employment. In the event of an eligible employee's untimely death, if he or she is not currently enrolled in the YRA Health Insurance Plan, thus not having a qualifying Health Savings Account nor an active YRA 457 Deferred Compensation Account, the dollar amount associated with the sick leave conversion will be paid to the employee's current beneficiary as listed with the Wyoming Retirement System. The entire dollar amount will be subject to Federal taxes and withheld accordingly with the W4 on file for this employee. Conversion of sick leave is subject to the Internal Revenue Service contribution rules and regulations in place at the time of conversion. Employees with a conversion balance greater than their account contribution availability will forfeit the remaining conversion balance.

a. Eligible separation of employment includes:

- 1.1.1.1.1. continuous Where the employee has worked for YRA for 7 years in a benefited position and when voluntarily terminates.
2. Where there is a reduction in force.
3. Where the employee retires under the Wyoming Retirement System and has worked for 7 continuous years in a benefited position.
4. Where the employee dies and has worked for YRA for 7 years in a benefited position and the employee designated a beneficiary of his/her sick leave bank.

reasons 5. Where the employee is forced to terminate for medical due to a work related injury received while employed by YRA.

b. If an employee is terminated in any manner other than the above described situations, no sick leave benefits will be converted.

Conversion policy: The employee’s sick bank hours will be converted at the rate of pay the employee is earning at the time of separation. Leave will be converted by taking the total unused accumulated sick leave hours, up to a maximum of 720 hours, multiplied by the employee’s rate of pay at the date of separation, multiplied by the percentage in accordance to the following table:

| Total years of consecutive service | % of current pay |
|------------------------------------|------------------|
| Less than 7                        | 0%               |
| 7                                  | 5%               |
| 8                                  | 10%              |
| 9                                  | 15%              |
| 10                                 | 20%              |
| 11                                 | 25%              |
| 12                                 | 30%              |
| 13                                 | 35%              |
| 14                                 | 40%              |
| 15                                 | 45%              |
| 16                                 | 50%              |

For example, an employee who worked for the YRA for 5 years would not be eligible for sick leave conversion. An employee who worked for the YRA for 10 years, had 720 hours accrued, and made \$15.00 per hour would be able to convert the equivalent of \$2,160.00 to their Heal Savings Account of Deferred Compensation Account (720 hours multiplied by \$15.00 per hours, multiplied by 20%).

c. Conversion Policy for total payout value of \$500.00 or less: In the situation that would result in the payout value of \$500.00 or less, ant the employee does not currently participate in YRA’s health insurance, nor have an active YRA 457 Deferred Compensation plan, the employee would have the option of a cash payout in lieu of establishing a YRA 457 Deferred Compensation plan. The entire dollar amount would be subject to federal taxes and withheld accordingly with the W4 on file for this employee.

**35.9.5 Notification of Sick Leave:** Employees who are unable to report to work due to illness or injury shall notify their direct supervisor before the

scheduled start of their workday if possible. The direct supervisor must also be contacted by the employee on each additional day of absence unless other arrangements have been authorized by the. Employees on extended leave must contact their direct supervisor at least weekly. For Family and Medical Leave Act notification purposes please refer to section 33.4.

**35.9.6 Verification of Illness:** If an employee is absent for three or more consecutive working days due to illness or injury, a physician's statement must be provided verifying the reason for the absence. A Doctor's release authorizing the employee to perform the essential functions of his or her position must be provided to the employee's supervisor or Airport Manager prior to returning to work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Physicians' statements will be maintained in the employee's medical file. Employees who are on extended sick leave must provide documentation from medical reevaluations every four weeks. Documentation must verify the continued need for time off and the expected date the employee will return to work.

**35.9.7 Calculation of Sick Leave Benefits:** Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. Employees who become sick during a scheduled vacation are not entitled to exchange accrued sick leave in place of the accrued vacation which had been arranged without the approval of their supervisor or Airport Manager. All sick leave benefits must be taken from accrued sick leave time. Sick leave cannot be taken before it has been earned and accrued.

**35.9.8 Sick Bank Usage and Donation:** The Yellowstone Regional Airport allows employees to donate sick leave to other eligible employees who may not have accumulated enough time to recover from a serious injury or catastrophic illness through the use of a Sick Leave Bank as well as individually. In order to use time from the Bank, an employee must submit a request to the Airport Manager or his/her designee along with a Doctor's notice that time from work will be required. In addition, the employee must have used all of his/her accrued sick leave, vacation leave, personal day and compensatory time. If the employee qualifies, the Airport Manager or his/her designee, will authorize the deduction of time from the Bank to cover each pay period from which the employee is absent from work. Banked sick leave time can only be used for the illness of a Yellowstone Regional Airport employee (not family members) and only for an illness which qualifies under the Family and Medical Leave Act (refer to the Family and Medical Leave Policy). The

Sick Leave Bank may not be used if it is determined the employee will not sufficiently recover to return to work.

Employees with life-threatening illnesses such as cancer, heart disease, and HIV or AIDS, disability, or injury, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Yellowstone Regional Airport supports these endeavors as long as employees are able to meet acceptable performance standards and so long as existing sick leave policy requirements are met. As in the case of other disabilities, the Yellowstone Regional Airport will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The Yellowstone Regional Airport will take reasonable precautions to protect such information from inappropriate disclosure. Supervisors and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact their supervisor, the Airport Manager or his/her designee, for information and referral to appropriate services and resources.

**35.9.9 Sick Bank Usage Rules:** The following rules will apply to the Sick Leave Bank.

- 1.1.1.1.1.1.1.1.1. No full-time employee may use more than 160 hours of time from the bank in any 12 month period of time and no part-time employee may use more than 80 hours of time from the bank in any 12 month period of time.
2. Additional hours from this bank will not be approved, however, individual donations made by other employees directly to the injured or ill employee will be allowed under the donation rules section as outlined below.
3. Employees using the Sick Leave Bank will provide medical records prior to leave being authorized. The records are to verify the need for time off and the likelihood of the employee returning to work.
4. Employees may not accrue additional leave (sick and vacation) while receiving leave from the sick bank.

**35.9.10 Sick Bank Donation Rules:**

1. General Donations to the Airport Bank intended for all eligible employees.

- a. No full-time employee may donate to the bank unless he/she has accrued at least 80 hours of sick leave and no regular part-time employee may donate to the bank unless he/she has accrued at least 40 hours of sick leave.
  - b. No one employee may donate more than 10% of his/her accrued sick leave at any one time if he/she has less than 300 hours of accrued sick leave.
  - c. No one employee may donate more than 100 total hours of sick leave to the bank in a calendar year.
  - d. Donations can be made to the bank at any time during the year. Employees should obtain a general donation form on file with the Airport Manager or his/her designee.
2. Donations made to individual employees
- a. Donations may be made to individual employees directly from co-workers if the employee is not able to return to work due to his/her injury or illness after the employee has used the eligible hours available from the general sick bank.
  - b. Employees wishing to donate sick leave to individual employees must complete the request in writing to the Airport Manager.
  - c. Employee's donating leave to individual employees may donate 16 hours of leave per employee per year and must have at least 300 hours of leave time available in their sick leave account, but may not donate more than 100 total hours of sick leave to specific employees in a calendar year.
  - d. No donations may be made to rebuild an individual's sick leave account. It may only be used to supplement the employee's income due to time lost from work.
3. Donation request by the injured/ill employee.
- a. If an injured or ill employee has utilized all available leave (vacation, sick, comp and personal) and has exhausted the available leave from the general sick bank, the employee may request donations from individual co-workers.
  - b. The requesting employee must complete a form on file with the authorizing supervisor, the Airport Manager or his/her designee to solicit donations of sick leave on the requesting employee's behalf.
  - c. The requesting employee acknowledges that donated leave is not guaranteed and will only be available if donations are received.
  - d. All other rules and regulations of the sick leave policy apply.

**35.9.11 Break Time For Nursing Mothers:** As required under the Fair Labor Standards Act (FLSA), the Yellowstone Regional Airport will provide break time

and space for a covered nonexempt nursing mother to express breast milk for her nursing child for one year after the child's birth. YRA will provide a space that is functional for expressing milk, shielded from view, free from intrusion and available as needed. Since YRA does not provide for paid breaks, it will be at the discretion of the Airport Manager to determine if the period of time that is taken for the purpose of expressing milk will be compensated.

**35.10 VACATION**

Vacation and personal day time off with pay is available to regular full-time and regular part-time employees to provide opportunities for rest, relaxation, and personal pursuits.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the schedule below and accumulates based on the employee's date of employment. Vacation time off is paid at the employee's base rate of pay at the time of vacation.

Upon termination of employment, employees will be paid for unused vacation time that has accrued through the last day of work. Unused personal days are not paid upon termination of employment.

**Vacation Accrual Schedule (based on employment hire date)**

|   |                   |
|---|-------------------|
| 1 through end of year 4                   | 80 hours/10 days  |
| Start of year 5 through end of year 10    | 12 hours/15 days  |
| Start of year 11 and each additional year | 160 hours/20 days |

The length of eligible service is calculated on the basis of a "benefit year." This is the 12month period that begins when the employee is hired. An employee's benefit year may be extended for a personal leave of absence. (See individual leave of absence policies for more information.)

Employees can request use of vacation time after it is earned. To take vacation, employees must request advance approval from their supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Unpaid leaves of absence must be approved by the employee's supervisor and the Airport Manager.

The Yellowstone Regional Airport will allow full-time employees to carry 80 hours of accrued vacation leave into a new calendar year. Employees may only carry over additional vacation time with Airport Board approval. The written approval must be completed before the end of the calendar year and will be maintained in the employee's personnel file.

### **35.11 VOTING TIME OFF**

The Yellowstone Regional Airport encourages employees to fulfill their civic responsibilities by participating in elections. Therefore, employees shall be granted up to one (1) hour away from work, such time to be designated by their immediate supervisor, for the purpose of voting in national, state and local elections in accordance with applicable state and federal laws.

### **35.12 WORKERS' COMPENSATION INSURANCE**

The Yellowstone Regional Airport provides a comprehensive workers' compensation insurance program for its employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain workrelated injuries or illnesses should inform their supervisor immediately and are required to do so within 72 hours. No matter how minor an onthejob injury may appear, it is important that it be reported immediately. This enables an eligible employee to qualify for coverage as quickly as possible. Employees injured on the job are required to complete a Worker's Compensation claim form within ten days after the injury becomes apparent.

Neither the Airport nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any offduty recreational, social, or athletic activity sponsored by the Airport.

If an employee is injured on the job and the recovery period off the job is eight calendar days or less, Worker's Compensation will not pay for the first three days of the injury - the Airport will pay those days. If the recovery time off the job is nine days or more, Worker's Compensation will go back to the date of the injury and cover the entire time period. Worker's Compensation pays employees at the rate of 2/3 their gross income. They do not withhold any taxes and injured employees do not report Worker's Compensation income for tax purposes. For additional information about Worker's Compensation, please contact your supervisor or the Airport Manager or his/her designee.

Retirement contributions will not be paid while an employee is recovering from a workrelated injury. This restriction is mandated by the Wyoming Retirement System. Employees who are being paid a disability (temporary or permanent) by Wyoming Worker's Compensation may not use accrued vacation, sick leave, compensatory time or personal day leave in order to receive extra disability benefits.

Supervisors or the Airport Manager must complete an accident investigation form for each on-the-job injury. Accidents which do not result in an employee injury must also

have an accident investigation form completed which will remain with the Airport Manager or his/her designee in an Accident Investigation File.

If there is conflicting information between this document and material provided by Wyoming Worker's Compensation, the Worker's Compensation information should be followed and the employee should contact the Worker's Compensation office.

**35.12.1 Yellowstone Regional Airport Memorandum of Understanding:** In the event of an injury resulting from a work-related activity, and the injury is determined an open case by the Wyoming Worker's Compensation Division and the employee has lost time away from his/her job as prescribed by a medical professional, the Yellowstone Regional Airport will give each regular part-time and full-time employee the option to agree to the following:

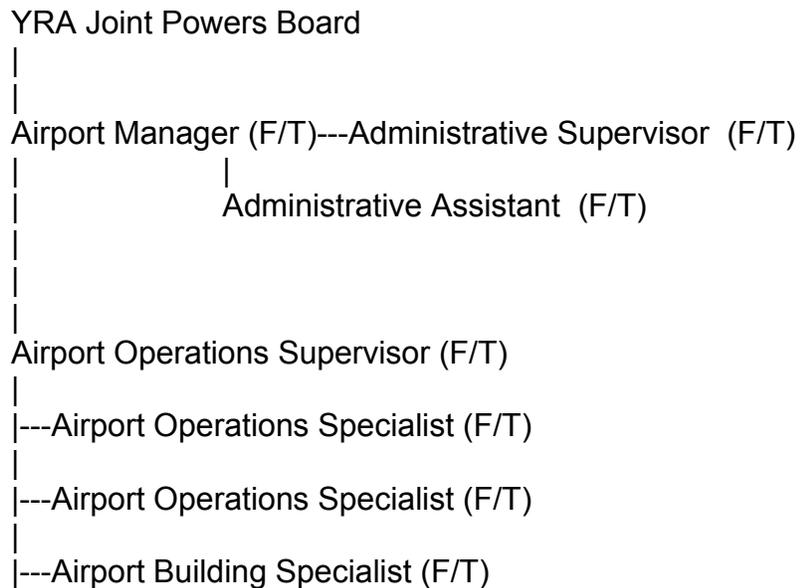
- ! The Yellowstone Regional Airport will offer to pay the employee any accrued sick leave therefore eliminating the wait for pay from the Wyoming Worker's Compensation Division.
- ! The employee agrees to reimburse the Yellowstone Regional Airport any and all money received from Wyoming Worker's Compensation as a result of the work-related injury within three days of receipt of the money.
- ! Upon reimbursement of funds, the Yellowstone Regional Airport will credit back the equivalent of sick days used on the employee's leave time accrual register.
- ! Both parties agree to use their best faith efforts at all times.

If the employee chooses the Memorandum of Understanding arrangement over the standard procedures set forth by the Wyoming Worker's Compensation Division, any violation of the Memorandum of Understanding could result in disciplinary action up to and including termination of employment. For further information and details regarding the Memorandum of Understanding, please see the appropriate or his/her designee.

Appendix A

# Yellowstone Regional Airport Organization Chart

2/1/2012



Appendix B

Salary Matrix

|                               | STEP 1  | STEP 2  | STEP 3  | STEP 4  | STEP 5  | STEP 6  | STEP 7  |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|
| Airport Manager               | \$37.31 | \$39.18 | \$41.14 | \$43.19 | \$45.35 | \$47.62 | \$50.00 |
| Administrative Supervisor     | \$20.84 | \$21.88 | \$22.97 | \$24.12 | \$25.33 | \$26.60 | \$27.93 |
| Security Training Coordinator | \$17.02 | \$17.87 | \$18.76 | \$19.70 | \$20.68 | \$21.72 | \$22.80 |
| Office Assistant              | \$14.70 | \$15.44 | \$16.21 | \$17.02 | \$17.87 | \$18.76 | \$19.70 |
| Operations Supervisor         | \$24.83 | \$26.07 | \$27.37 | \$28.74 | \$30.18 | \$31.69 | \$33.27 |
| Operations Specialist         | \$20.77 | \$21.81 | \$22.90 | \$24.05 | \$25.25 | \$26.51 | \$27.84 |
| Operations Specialist II      | \$18.98 | \$19.93 | \$20.93 | \$21.98 | \$23.08 | \$24.23 | \$25.44 |
| Operations Specialist I       | \$15.50 | \$16.28 | \$17.09 | \$17.94 | \$18.84 | \$19.78 | \$20.77 |

|                   |         |         |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|---------|---------|
| AP<br>Maintenance | \$12.00 | \$12.60 | \$13.23 | \$13.89 | \$14.59 | \$15.32 | \$16.08 |
|-------------------|---------|---------|---------|---------|---------|---------|---------|

AT 15 YEARS IN GRADE: STEP 8

*\*Effective July 1, 2015*