

# 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.”*

Revised: 12/14/2022



## **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 Joint Powers Board.**

This document does not create a contract, either expressed or implied. The Yellowstone Regional Airport Board 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 Joint Powers Board hereinafter referred to as the 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 Board has the ability to adopt any revisions to the policies in this handbook. However, the airport director, 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 Board. In the event of any conflict between this Yellowstone Regional Airport Personnel and Policy Manual and a department manual, this manual will prevail.

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

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
EMPLOYEE'S NAME (TYPED OR PRINTED)

## **SECTION 1: INTRODUCTION**

This handbook is designed to acquaint you with the Yellowstone Regional Airport, hereinafter referred to as YRA, 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 Board. The policies contained within this manual apply to all employees of YRA.

## **SECTION 2: ORGANIZATION DESCRIPTION**

The airport is operated by the Board. This board was established in 1981 and is made up of seven members appointed by the Governing Body of the City of Cody and the Park County Commission. The daily operations of the airport are overseen by an airport director, 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 YRA. The employees provide an effective workforce which accomplishes its tasks in the most affordable, efficient and effective manner possible.

The YRA organizational chart is included in this document as Appendix A.

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

YRA 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. YRA 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, YRA is committed to ensuring that employees do not harass any other employee, job applicant or member of the public.

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

YRA will not engage in any unfair or discriminatory treatment based on the following characteristics, as it 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 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.

YRA will make reasonable accommodations as required by the Americans with Disabilities Act. 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 director. 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.

YRA shall take action to ensure equality of opportunity in employment. YRA 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:**

YRA 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 I-9 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 I-9 with the airport within the past three years, or if their previous I-9 is no longer valid.

Employees with questions or seeking more information on immigration law issues are

encouraged to contact their supervisor or airport director. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

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

YRA 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 director.

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. YRA 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, by contacting their immediate supervisor, or the airport director.

While on the job, while wearing airport uniforms or attire, while traveling as a representative of YRA 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. While working for YRA, employees shall devote their energies to the service, business and operations of YRA and not to personal affairs. Employees of YRA shall 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. Any form of hostile, demeaning or unprofessional conduct toward other employees, members of the public or others is prohibited. Examples of prohibited conduct include, but are not limited to: insubordination, defiance, name calling, bickering, intimidating, shouting or yelling, or directing insults to or about a person.

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 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 director.

#### **4.1 Media Relations:**

All interaction with all forms of the media, is to be handled by the airport director, his/her designee, the airport public information officer, or the chair of the Board.

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

Employees shall not engage in activities which result in actual or potential conflicts of interest. This policy establishes the framework within which the airport shall operate. Contact your supervisor or airport director if you are facing a potential conflict of interest, or if you are aware of a conflict of interest within the organization.

Transactions within YRA must be conducted within a framework established and controlled by the Board and airport director. Business dealings should not result in unusual gains for outside firms or for YRA 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 Board and administrative approval.

Employees shall not use their position for their personal or private benefit. A "personal or private benefit" includes but is not limited to 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). A personal or private benefit shall also include any interest or enhancement, whether financial or otherwise, that results in an advantage or benefit for the employee, which is not generally available to non-employees, and is not otherwise authorized or permitted by this manual. For specific questions regarding whether or not something is a gift, contact the airport director. Generally, and most simply stated, a gift is anything of value to the extent that consideration of equal or greater value is not received.

YRA employees shall not use public funds, time, personnel, facilities, vehicles, inventory or equipment for their own private benefit or that of another, or 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 director 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 in cases where an employee or relative has a significant ownership in a firm with which the Airport does business, or 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 YRA. 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/her job responsibilities with YRA. 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**

YRA is committed to hiring, transferring and promoting employees who are qualified and who exhibit the necessary skills and requirements for the position. YRA will not discriminate against any person on the basis of race, color, religion, sex, 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 director 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. YRA may use any 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 Employment:**

The airport director is the only YRA employee authorized to hire personnel. In the event that the airport director is unavailable or unable to perform this function, the Board will establish a hiring panel. All qualified candidates recommended for hire will be interviewed prior to employment.

**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 director, may, in his/her discretion, advertise in regional newspapers, professional affiliation websites or other recruiting resources. The airport director may, in his/her discretion, recruit, promote or hire employees, including existing employees, without advertising if the director determines that is in the best interest of the airport.

**6.6 Transfers:**

All airport employees are eligible to apply internally for transfers to similar positions, including temporary and provisional employees so long as YRA has an opening in the position the employee desires. The airport director 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.

**6.7 Promotions:**

Qualified internal candidates who apply may, in the discretion of the airport director, 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 day-to-day working relationships.

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

If two employees of YRA 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 director 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 director may, in his/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:**

No YRA Board member, official, or employee shall advocate or cause the employment, appointment, promotion, transfer, or advancement of a family member to an office or position within YRA. No YRA official, or employee shall supervise or manage a family member who works for YRA. No YRA official or employee, acting in his/her official capacity, shall 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 include the following:

1. Spouse, and parents thereof.
2. Parents and spouses thereof which include biological, adopted, step, foster, or foster parent of an employee when the employee was a minor, legal guardian, or legal guardian when the employee was a minor, a person who stands in *loco parentis* to the employee or stood in *loco parentis* when the employee was a minor, or a parent of an employee's spouse or domestic partner.
3. Sons and daughters and spouses thereof which include biological, adopted, step, foster, a person who is a legal ward of the employee or was a legal ward of the employee when that individual was a minor or required a legal guardian, a person for whom the employee stands in *loco parentis* or stood in *loco parentis* when that individual was a minor or required someone to stand in *loco parentis*, or a son or daughter of an employee's spouse or domestic partner.
4. Siblings and spouses thereof which include biological, adopted, step, foster, wards or an employee's spouse or domestic partners brothers and sisters.

5. Grandparents and grandchildren and spouses thereof which include biological, adopted, step, foster, wards or an employee's spouse or domestic partners grandparents and grandchildren.
6. Domestic partner and parents thereof; including domestic partners of any individual in 1 through 5 of this definition. A domestic partner is defined as an adult in a committed relationship with another adult, including both same sex and opposite sex relationships. A committed relationship is defined as a relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **SECTION 7: ORIENTATION**

The airport director, his/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 YRA 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 director.

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

### **8.1 Regular Full-Time:**

Employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the airport's full-time schedule (40 hours per week). Generally, they are eligible for the airport's benefit package as described in Section 35 of this manual, subject to the terms, conditions, and limitations of each benefit program.

### **8.2 Regular Part-Time:**

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). Regular part-time employees are not eligible for the airport's benefit package.

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

It is the responsibility of each employee to promptly notify the airport director 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 director. Failure to notify the airport director 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 changes in their personnel information.

## **SECTION 10: PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day 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 during the month of hire. They are conducted by the airport director 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 director 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 Board shall conduct annual evaluations of the airport director at the regular Board meeting on the month of hire.

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

YRA, 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 either eight hours a day; five days a week, or 10 hours a day; 4 days a week, unless a schedule change has been requested by the employee and approved or modified by the airport director or his/her designee. For several departments, shift work is required and the airport director sets the schedule to most effectively meet the needs of the airport. The airport director and/or his/her designee may also modify employee schedules in order to best fit the needs of the department and/or YRA. 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 director.

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, workdays and total hours scheduled each day and week. Holiday benefits will be based on the employee's normal work schedule. 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:**

YRA 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 director. 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 are expected to take their scheduled meal period unless prior approval has been obtained from their immediate supervisor or the airport director. Employees will be relieved of all active responsibilities and restrictions during unpaid meal periods and will not be compensated for that time, except in case of an emergency or if the employee is recalled by the airport director or a supervisor. During paid mealtimes 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 director 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 director'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 YRA 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 YRA policies and procedures and with the approval of the employee's supervisor or airport director. Employees may accrue up to eighty (80) hours of compensatory time, a calendar year.

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.

### **12.5 Stand-By (On Call):**

The nature of services provided by YRA necessitate that from time to time, employees may be called upon to work outside their regular schedule. In order to ensure that YRA staff is available to address these occurrences, stand-by time is required. An employee on stand-by will be the first employee called to address situations requiring immediate attention. Assignment of stand-by duty will be coordinated by the appropriate supervisor. Supervisors may, depending on the situation which arises, call on an employee who is not on stand-by in addition to or in lieu of the employee on designated stand-by. For those employees who are subject to stand-by, the response requirements shall be as follows:

- All YRA employees who are subject to stand-by, must be available to respond within 20 minutes of being called. Such requirements shall continue during the course of employment.

Compensation for stand-by time will be at the employee's regular rate of pay and will be provided as follows:

Monday-Friday - beyond the regular work schedule – one (1) hour regular pay for each day on stand-by.

Saturday and Sunday - two (2) hours regular pay for each 24-hour period (4 hours total).

Holidays - two (2) hours regular pay for each observed YRA 24-hour holiday.

In the event an employee is called to work while on stand-by to address an immediate situation outside the regular work schedule, he/she will be compensated at the overtime rate (once he/she has already worked 40 hours in a work week) of one and one-half times his/her regular rate of pay. Each stand-by call begins when the employee arrives at the 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~~ regular rate of pay.

An employee who is placed on stand-by time will be expected to be available to address situations which arise. If she/he cannot be located, he/she will be subject to disciplinary action up to and including termination of employment.

Employees earning stand-by pay may choose to be compensated in pay or in compensation time.

Employees are required to document properly on their time sheet, any stand-by hours that require compensation.

### **12.6 Weather Watch:**

From October 1<sup>st</sup> – May 31<sup>st</sup>, YRA Operations personnel will perform weather watch each morning. The employee performing weather watch, will be compensated 1 hour at their regular rate of pay.

### **12.7 Flex-Time**

YRA employees are encouraged to utilize flex-time if possible, as the schedule allows, with approval by a supervisor.

## **SECTION 13: TIMEKEEPING**

Employees are required to submit a timesheet which accurately reflects time worked. Hourly employees are required to also utilize the Veoci system to clock in and out at the start and end of their scheduled work shift, meal periods, and any other personal time away from the airport (e.g.: Doctors appointment, personal business, etc.). Federal and State laws require YRA 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 director. 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 director 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 director 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 director.

YRA 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 YRA are paid on a bi-weekly basis. 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/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 director.

Yellowstone Regional Airport offers and encourages employees to receive their pay through Direct Deposit. Direct Deposit pay will be credited to the employee's chosen bank account on the morning of the pay day; however, funds may take several days depending upon individual bank policy, to become available for use. The employees will receive a pay stub similar to the pay stub of a regular check. Direct Deposit participation is encouraged for all employees as it is a cost savings to the airport.

Final paychecks will be held at the 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 when the next regular paycheck would normally be issued.

### **14.2 Pay Deductions:**

Federal and State laws require that YRA 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.

YRA 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 director.

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, YRA may suspend an exempt employee without pay 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 director.

Deductions from pay cannot be made as a result of absences due to jury duty, attendance as a witness, absences caused by YRA, or partial day absences. Unpaid disciplinary suspensions of one or more full days, are permitted. 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 YRA, 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 an 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 director.

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

#### **14.3 Pay Advances:**

YRA does not provide pay advances to employees.

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

#### **15.1 YRA Call Out:**

The nature of services provided by YRA 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.

Employees are required to document properly on their time sheet, any call out hours that require compensation.

### **15.2 Volunteer Emergency Responder Call Out:**

Whenever possible, YRA employees who are also active members of the Park County Volunteer Firefighters, or Park County Search and Rescue, may respond to calls within the following parameters:

- The airport director or his/her designee shall determine if and how many employees may respond to a call based on current staff level, current assignments and nature of the call.
- Critical YRA responsibilities shall have priority over fire call(s).
- Personnel shall respond to calls in their personal vehicles.
- All traffic laws must be obeyed when reporting for a call.
- Employees may stay “on the clock” for emergency calls within their work period.
- No call(s) will result in overtime for employees responding to emergency calls.

## **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. YRA 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 director if you have questions as to what constitutes appropriate attire. The airport director 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 YRA, 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 director.

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 YRA.

## **SECTION 17: RETURN OF PROPERTY, FACILITIES AND EQUIPMENT, PERSONAL EQUIPMENT AND TOOLS**

### **17.1 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 actions deemed appropriate to recover or protect its property. With the approval of the employee's supervisor or airport director, certain articles of clothing may not be required to be returned to YRA.

### **17.2 Facilities and Equipment:**

Personal use of airport facilities and equipment is strictly prohibited. Airport facilities and equipment shall be used for YRA business only.

### **17.3 Personal Equipment and Tools:**

Employees may use their personal equipment and tools provided they complete Appendix B, the Employee Personal Equipment and/or Tool Waiver. The completed waiver must be submitted to the employee's immediate supervisor, airport director or his/her designee prior to, or at the time the tool is brought to YRA for use.

All personal consumables used for airport purposes will be reimbursed upon employee submission of applicable receipts.

## **SECTION 18: SECURITY INSPECTIONS**

YRA 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 YRA. 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 director, or by any other staff representative as assigned by the airport director. 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 director. 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 workplace.

## **SECTION 19: SMOKING**

In keeping with YRA '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 YRA 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 director.

## **SECTION 21: HIPAA REGULATIONS**

YRA 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. YRA may not disclose any protected health information unless it is for treatment, payment or plan operations, unless YRA 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, YRA 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, YRA must appoint a privacy officer. The privacy officer for YRA will be the airport director.

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

Employees should practice discretion in using airport telephones when making or receiving personal calls. Such personal calls shall be limited to emergency or urgent calls and shall not interfere with an employee's performance of their duties. No employee shall make personal calls using YRA phones which may result in a charge to YRA.

In order to ensure the safety of employees during work time, as well as the safety of the public, all YRA 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, placing a call, sending a message, or reading a message on a cell phone or other electronic device.
  - a. Exceptions:
    - i. If the employee has a hands-free device in the vehicle or a Bluetooth device, cell phone use while driving will be permitted. Employees are encouraged 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 emergency or urgent 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.
4. Use of personal cell phones for YRA business is strongly discouraged. Employees who wish to use their personal cell phones for YRA business, consent to a limited search of the data, information, and messages on their phone for purposes of investigating workplace complaints, issues, or possible violations of YRA rules, policies, procedures, or directives.
5. If cell phone use is required for job related communications, the following procedures 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 ensured. 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 complete or suspend the work and ensure they are in a safe location before placing the call.
6. 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. A fee schedule has been set by YRA for the general public and all employees.

Electronic mail, electronic messaging, the 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. YRA email communications, computers, networks, and systems shall be used for YRA business only. Violations of the policy may be the basis for disciplinary action, up to and including termination.

Computer systems provided by the airport shall be used for the airport's purposes. They are owned solely by YRA and information contained in them is to be treated the same as other company business records, materials and equipment. YRA maintains the right, but not the duty, to monitor all communications and downloads passing through its facilities. Use of YRA computers, electronic devices, software, networks, systems, cell phones, internet, email and other YRA equipment for personal use, or for any use not related to YRA business, is prohibited.

**YRA 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:**

YRA 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 Reserved for Future Use:**

**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**

**23.1 Purpose:**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to repair or replace. When using YRA property, equipment or vehicles, 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.

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

### **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, YRA, and all other applicable 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 director or supervisor shall conduct an investigation into the circumstances. The airport director 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 director prior to the supervisor administering any disciplinary action, to ensure 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 director, who shall be responsible for the operational ability of motor vehicles. The airport director shall also issue any appropriate safety rules for the operation of any airport equipment. The Vehicle Maintenance Crew shall provide support services including maintenance, servicing and safety training.

Upon hiring new employees, the airport director shall be responsible for ensuring proper training of new employees before allowing the operation of airport-owned motor vehicle equipment to ensure that the employee 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 director 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 director.

#### **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 YRA 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 director 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 director 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 D 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 director, 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 director

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:**

Due to emergency situations and off-business hour's response, YRA may assign properly equipped take-home vehicles at the discretion of the airport director.

No employee shall 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, employees who are assigned use of an airport-owned vehicle, may be taxed a fee day 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 time when the employee is not being compensated while driving the vehicle. The airport director may make other vehicle assignments on a temporary basis.

When an employee uses a YRA owned vehicle for an authorized trip (such as driving to a training or meeting out of town), the employee may take the vehicle only to and from the location or meeting, and to restaurants or other establishments where the employee will eat meals. The employee shall not use a YRA vehicle to drive for other purposes unrelated to YRA business, such as visiting relatives, and friends, shopping, or going to bars.

The above restrictions to take home vehicles will not apply if the Board specifically authorizes personal use of a YRA vehicle for an employee as a benefit of that employee's employment and benefits. It is anticipated that the only employee to which this will apply will be the airport director. The Board shall set such terms and conditions on the personal use of the vehicle as the Board shall determine.

### **23.7 On Call Use of Vehicles:**

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

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, “stand-by” (on call) 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 (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 use
- Where the Board, pursuant to Section 23.6 above, has authorized personal use of a YRA vehicle for a specific employee as part of the employment benefits.

**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 the operation.

**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:**

YRA will provide a vehicle for out-of-town travel needs. The vehicle can only be used for travel associated with the out-of-town trip.

**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.

YRA 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 airport director.

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 workday will not be allowed to have meals paid for by YRA.

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

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 YRA. The following daily limit shall not be exceeded without prior approval from the airport director: \$70.50, excluding tips. Employees shall provide receipts in order to receive reimbursement for all meals.

24.1.4 **Meals Close to Cody:** YRA 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 director.

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 YRA employee consume or possess alcohol if driving a YRA 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 director upon the employee's return. The travel voucher along with all expenditure receipts 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 Use of Personal Vehicle for Business Travel:**

If approved by the airport director, an employee may use his/her own personal vehicle for YRA business travel. However, use of personal automobiles in the performance of airport business is entirely voluntary. YRA does not provide insurance coverage for any employee who uses his/her personal vehicle for business purposes. Airport employees

who use their personal vehicles for business travel may be reimbursed for fuel, upon providing proper documentation as requested by the airport director, including but not limited to receipts. Such reimbursement will follow the airport Board meeting which approves the reimbursement voucher. An employee who receives approval to use their own personal vehicle for YRA business travel shall receive mileage at the IRS established rate.

YRA assumes no responsibility for employees opting to use their own personal vehicles. It is the employee's responsibility to protect against damage to his/her vehicle and legal liability in such form and amount, as the employee deems adequate.

It is highly recommended that employees consult with their own insurance agent and consider carrying liability coverage which would ensure 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 ensure 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, YRA has established a workplace safety program. This program is a top priority for the airport. The airport director 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 director. 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 director.

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 director 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**

YRA 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 director'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 by Wyoming law.



Employees who wish to review their own files should contact his/her supervisor, or airport director. 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 drug-free, 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 duty, 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. Employees who are assigned to stand-by status shall not under any circumstances consume alcoholic beverages while on stand-by.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, 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 director 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/her position.

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

YRA maintains the right to require an employee to submit to a drug and alcohol test based upon reasonable suspicion, as described in Section 29.7. 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 YRA. 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. 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 YRA 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 director without fear of reprisal.

## **SECTION 29: DRUG AND ALCOHOL TESTING POLICY FOR DRIVERS OF YRA VEHICLES**

It is YRA'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 YRA 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 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 YRA motor vehicle. This includes full-time, regularly employed employees; casual, intermittent or occasional drivers, leased drivers and independent, owner-operator contractors.

**Drug:** Includes but is not limited to any of the following controlled substances: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP), or any other controlled substance or narcotic prohibited under federal, state or local laws. "Drug" also includes prescribed drugs or narcotics or medicines if not taken according to prescribed orders.

**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:**

YRA has designated the airport director 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 operate 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 YRA. 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 YRA 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 YRA 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 director or his/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 he/she 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 YRA.

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 YRA.

#### **29.7 Reasonable Suspicion Testing:**

Any supervisor or YRA administrative staff member who has reasonable suspicion to believe an employee has violated the YRA'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 director. 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. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, YRA shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours, and YRA 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:**

Any employee who tests positive for alcohol or any controlled substance shall be subject to disciplinary action, up to and including termination. If an employee is allowed to return

to work following a positive test, an alcohol and/or drug test shall be conducted before a driver who has violated YRA's alcohol or drug prohibition, returns to performing safety-sensitive duties, including but not limited to operating YRA vehicles. 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 YRA'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 he/she fails to provide adequate breath or urine for testing when notified of the need to do so, or when he/she engages in conduct that clearly obstructs the testing process. Such refusal will be treated as if YRA received a positive test and is subject to further disciplinary action up to and including termination.

### **29.11 Testing Procedures:**

YRA 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. YRA'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 YRA 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, YRA does not guarantee that a position will be held open for a driver in the event they become re-qualified.

**29.13 Rehabilitation:**

YRA 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/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:**

YRA 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. YRA may change the policy at any time, without notice.

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

YRA 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.

YRA'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 an airport director, 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/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 prohibited.
- 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 immediately provide a written report of the incident to their supervisor, or airport director. 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 should if appropriate, request it to stop and then discuss their concerns with a non-involved supervisor (supervisor who is not the subject of the complaint), airport director, Board chair.. All complaints of harassment will be forwarded to the airport director or his/her designee and investigated promptly.

If a supervisor observes or becomes aware of any harassing behavior, he/she must report

it immediately to his/her supervisor and the airport director so that an investigation of the situation can be initiated. Employee's request for confidentiality shall not be granted at least for investigative purposes; however, YRA will take all steps to protect the complainant from retaliation and unnecessary disclosure of the situation. The airport director or his/her designee will work with the employee's supervisor to take appropriate disciplinary or corrective actions. If the allegation of harassment concerns the airport director, the employee shall provide a written report of the incident to the Board chair and vice-chairman, who will conduct a preliminary investigation to determine the validity of the allegation, and then report their findings to the Board in executive session. The Board will determine if there is justification to conduct a further investigation and/or if legal counsel is required.

If the allegation of harassment concerns a member of the Board, the employee shall provide a written report of the incident to the airport director. The airport director will conduct a preliminary investigation to determine the validity of the complaint. If the complaint is substantiated, the airport director will notify the airport's legal counsel for guidance.

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 director or his/her designee will conduct a thorough and complete investigation. In the event the supervisor or his/her designee is a party to the complaint, the airport director will designate how the investigation is to proceed. YRA 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. An employee's request for anonymity will not be granted for investigative purposes; however, YRA will take all steps to protect the complainant from retaliation and unnecessary disclosure of the situation.

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 director will determine whether the allegations of harassment are substantiated and what corrective action should be taken. The determination will be based upon if the actions alleged were unwelcome, inappropriate, and/or against policy.

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.

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 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 ensure no further harassment occurs. The complainant's non-involved immediate supervisor will be responsible for monitoring the post-discipline situation.

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

YRA 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 YRA.
- No employee shall cause or threaten to cause the physical injury or death to any individual while working for YRA.
- 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 pocketknives 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 director 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.

YRA 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 ensure 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 his/her 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, discussing the problem with a peer, the immediate supervisor or airport director. 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 and within ten days of the problem's occurrence.

If the supervisor or airport director believes no action is warranted or possible, the employee shall receive a written explanation within ten days of receiving the employee's written report. Where action is warranted or required, the supervisor or airport director 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 by their supervisor, he/she may direct the complaint to the airport director. If their supervisor is the airport director, he/she may direct the complaint to the Board chair and vice-chairman for resolution.

Such complaints must be made in writing, within five (5) days of receiving the answer provided in "A" above. The airport director 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 director 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 director 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 truth 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 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:

- 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 director, with the concurrence and in consultation with the airport attorney. RIF employees will remain on a list kept by the airport director 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 YRA 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 AND WITHOUT A RIGHT TO A HEARING.**

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 director 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 YRA or violation of other operation policies of YRA.
- 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 YRA 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 the airport director. The written reprimand shall address the specific infractions(s) and means of correction, and shall be considered in the preparation of the employee's job performance, evaluations and determination in salary increases. It shall include likely consequences if the behavior or infraction continues. The employee may request an informal meeting with the airport director or his/her designated agent, within ten days of written reprimand.

**34.1.3 Suspension:**

In the event of a serious infraction or repeated infractions by an employee, the airport director, with concurrence of the supervisor and/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 director 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 an 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 director.

**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 Board in general. Benefits are subject to change each year if deemed appropriate by the Board.



Eligible employees of YRA 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 director will consider the best interests of YRA and the interests of the employee in determining if leave will be granted.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- Holidays
- Insurance Benefits
  - Health Insurance
  - Optional Supplemental Plans
- Life Insurance
- 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 YRA.

### **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 director or his/her supervisor immediately.

Up to five days of paid bereavement leave will be provided to full-time employees and three days will be provided to regular part-time employees due to the death of an immediate family member.

The term "family member" as used herein shall include the following:

1. Spouse, and parents thereof.
2. Parents and spouses thereof which include biological, adopted, step, foster, or foster parent of an employee when the employee was a minor, legal guardian, or

legal guardian when the employee was a minor, a person who stands in *loco parentis* to the employee or stood in *loco parentis* when the employee was a minor, or a parent of an employee's spouse or domestic partner.

3. Sons and daughters and spouses thereof which include biological, adopted, step, foster, a person who is a legal ward of the employee or was a legal ward of the employee when that individual was a minor or required a legal guardian, a person for whom the employee stands in *loco parentis* or stood in *loco parentis* when that individual was a minor or required someone to stand in *loco parentis*, or a son or daughter of an employee's spouse or domestic partner.
4. Siblings and spouses thereof which include biological, adopted, step, foster, wards or an employee's spouse or domestic partners brothers and sisters.
5. Grandparents and grandchildren and spouses thereof which include biological, adopted, step, foster, wards or an employee's spouse or domestic partners grandparents and grandchildren.
6. Domestic partner and parents thereof; including domestic partners of any individual in 1 through 5 of this definition. A domestic partner is defined as an adult in a committed relationship with another adult, including both same sex and opposite sex relationships. A committed relationship is defined as a relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The airport director may, in his/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 shall be made in writing to the airport director and or employee's supervisor. The employee's supervisor, with the concurrence of the airport director, 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:**

Not applicable for organizations with less than fifty (50) employees.

### **35.3 Holidays:**

YRA 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)

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 straight-time 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 8/10 (regular daily shift) hours of holiday pay and those hours will qualify as time worked for the calculation of overtime on his/her time sheet. Part-time employees' pay will be one and a half times their hourly rate for time worked on the holiday (e.g., \$10.00/hour would be \$15.00/hour for time worked on the holiday). Part-time employees will not receive holiday pay for hours not worked.

For administration staff only, 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 one-half times his/her straight-time rate for the hours actually worked on the holiday plus 8/10 hours of holiday straight time pay.

## **35.4 Insurance Benefits:**

### **35.4.1 Health Insurance:**

YRA offers its regular full-time employees a health insurance plan through the Wyoming Association of Municipalities-Joint Powers Insurance Coverage (WAM-JPIC). The program is a group health insurance plan. The group health plan is administered and underwritten by BlueCross BlueShield of Wyoming.

YRA has also elected to offer eligible employees limited dental coverage under the Dental Option program within the insurance plan. Upon accepting a position with YRA there is a waiting period for the application to be processed by the insurance provider. Insurance coverage will begin on the first month following 30 calendar days.

Example: DOH = October 1, Effective Date = November 1

Example: DOH = October 3, Effective Date = December 1

Information about YRA's Airport's health insurance coverage program may be obtained from the airport director or his/her designee.

- a. HEALTH SAVINGS ACCOUNT (HSA):** Employees who choose health coverage through YRA Group Health Insurance Plan, are eligible to receive a contribution to help offset their insurance deductible. In order to participate in the HSA/HDHP program, employees must have a Health Savings Account in place with their financial institution and provide proof of their HSA account and banking information. YRA contributions to employee Health Savings Accounts are issued quarterly via check or direct deposit. Employees may choose to make an additional voluntary pre-tax contribution to their HAS account.
  
- b. 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 group 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.

#### **35.4.2 Life Insurance:**

YRA offers its regular full-time employees a life insurance plan through Dearborn Life Insurance Company. The program is a group life insurance plan. The group life insurance plan is administered directly through Dearborn Life Insurance Company.

This life insurance plan is supplemental to the group health insurance.

Information about YRA's health and life insurance coverage programs, may be obtained from the airport director or his/her designee.

### **35.5 Court Leave:**

**35.5.1 Jury Duty:** YRA encourages employees to fulfill their civic responsibilities by serving jury duty when required.

YRA 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 full-time 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 director 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 YRA.

**35.5.2 Witness Duty:** YRA 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 YRA, 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 YRA 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, consistent with state and federal laws. Questions regarding military leave are addressed in general in this policy, but for more detailed situations, the airport director or his/her designee shall refer to the applicable state and federal laws, rules and regulations.

**35.6.2 Requirement of Notice:** All employees must notify YRA 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 YRA employee may perform service in the uniformed services for a cumulative period of up to five (5) years and retain reemployment rights with YRA. 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 YRA 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 no 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 no 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) no later than 90 days after completing service.

**35.6.5 Military Training Leave of Absence Pay:** Pursuant to W.S. 19-11-108, employees will receive 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 anyone (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 YRA 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:**

YRA 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 or airport director, 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 full-time 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 direct supervisor 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 YRA 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 YRA 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 YRA 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 YRA 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:**

YRA participates in the Wyoming Retirement System program. Participation by regular full-time employees is mandatory. Eligible employees can access the handbook via <https://retirement.wyo.gov/>. Additional information can be obtained from the airport director 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. YRA 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 airport director.

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. Where the employee has worked for YRA for 7 continuous 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 benefitted position and the employee designated a beneficiary of his/her sick leave bank.
  - 5. Where the employee is forced to terminate for medical reasons 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 with the following table:

<b>Total years of consecutive service</b>	<b>% Of current pay</b>
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 Health Savings Account or 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, and 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. 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/her position must be provided to the employee's supervisor or airport director prior to returning to work. Such verification may be requested for other sick leave absences as well and may be required as a condition of 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 director. 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:** YRA 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 director 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 director 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 YRA 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.

Medical information on individual employees is treated confidentially. YRA 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 director 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. 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.  
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 director 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 director.
  - 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 director 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), YRA 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.

**35.10 Vacation and Personal Day Benefits:**

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

The amount of paid vacation time an employee receives 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 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 and Personal Day Accrual Schedule (based on employment hire date)**

1 <sup>st</sup> year through end of year 4	80 hours/10 days
Start of year 5 through end of year 9	120 hours/15 days
Start of year 10 through end of year 14	160 hours/20 days
Start of year 15 through end of year 19	200 hours/25 days
Start of year 20 and each additional year	240 hours/30 day
Personal Day	1 per calendar year – no carryover

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month 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 director.

Vacation leave will begin to accrue at the start of employment. Paid vacation leave is to be recorded 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 the annual leave accrual plus 80 hours of vacation leave based on their years of employment. For example: an employee who has been employed with YRA for 13 years will be eligible to have an accrual balance of 240 vacation hours (160 annual accrual plus 80). Once the employee reaches this limit, he or she will not accrue additional vacation

leave until the hours are reduced by the employee taking time off “utilizing” their vacation hours. Any hours earned above the above limit will be forfeited until the employee takes time off (i.e., utilizes their vacation hours). Employees may only carry over additional vacation time with the **airport director’s 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:**

YRA 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 Worker’s Compensation Insurance:**

YRA provides a worker’s compensation program for its employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately and are required to do so within 72 hours. No matter how minor an on-the-job 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 off-duty recreational, social, or athletic activity sponsored by the airport.

Retirement contributions will not be paid while an employee is recovering from a work-related 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 director 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 director 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 YRA 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, YRA will give each regular full-time employee the option to agree to the following:

- YRA 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 YRA 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, YRA 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 airport director or his/her designee.

#### **SECTION 36: PURCHASING POLICY**

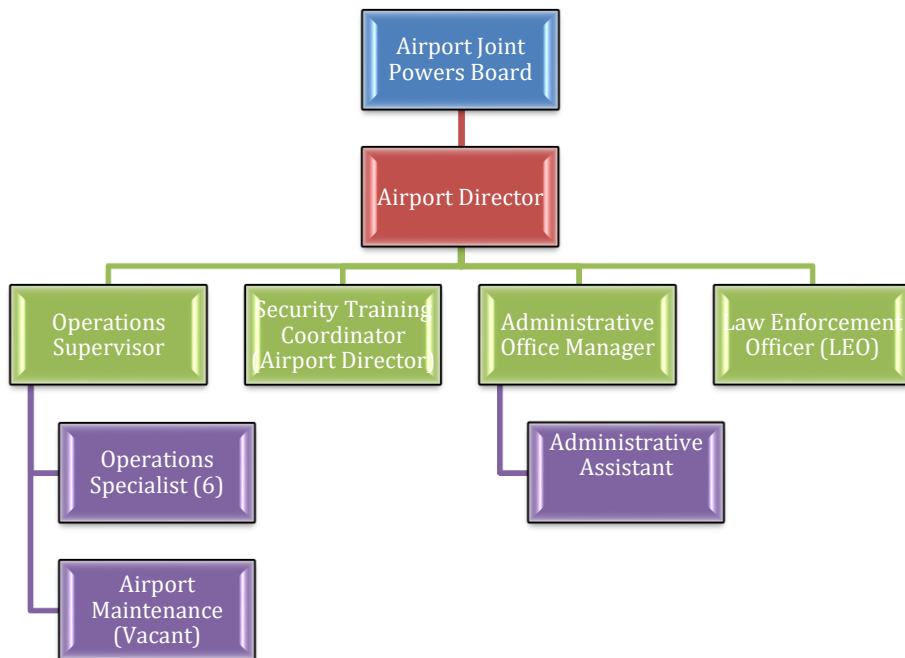
The purchasing policy is intended for use as a guide to YRA's purchasing methods. Please see Appendix C for the complete policy.



Appendix A

# Yellowstone Regional Airport Organization Chart

2/12/2020



Appendix B



**EMPLOYEE PERSONAL EQUIPMENT AND/OR TOOL WAIVER**

- I hereby release the Yellowstone Regional Airport from any liability for the damage, loss, or theft of any personal equipment or tools that I choose to use in the performance of my job.
- If I leave my personal equipment or tools at the Yellowstone Regional Airport for any length of time past the intended job, YRA accepts no responsibility.
- I acknowledge that the Yellowstone Regional Airport is not requiring me to use my own personal equipment or tools, and that I am making that decision of my own free will.

PLEASE FILL OUT THE FOLLOWING INFORMATION, SIGN AND DATE THE FORM, AND RETURN TO YOUR IMMEDIATE SUPERVISOR, THE AIRPORT DIRECTOR, OR HIS/HER DESIGNEE.

**Description of Equipment or Tool:**

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\_\_\_\_\_  
Print Name (Employee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Approval Official)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appendix C



# **Yellowstone Regional Airport Purchasing and Expense Policy**

**Revised By The  
Yellowstone Regional Airport Joint Powers Board  
December 14, 2022**

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## **FOREWORD**

This Purchasing Policy is intended for use as a guide to the Yellowstone Regional Airport's (Airport) purchasing methods. When used with good judgment and common sense, the policies and procedures established herein will enable the airport to obtain needed supplies and services efficiently and economically.

The cooperation of all Yellowstone Regional Airport employees is essential if the airport is to obtain the best quality products and services for the least dollars spent, therefore creating a system that is centralized and fiscally responsible. In general, all employees are encouraged to purchase locally when possible. When making any purchase, employees are to consider applicable laws, efficiency and cost effectiveness. Any questions regarding whether to purchase locally should be directed to the Airport Director . Most certainly, this policy does not cover every possible purchasing situation; however, it does provide the foundation for a sound purchasing system.

The material in this policy is subject to revision to meet the often rapidly changing developments encountered in the field of purchasing and in our economy. It is the hope of the Airport Administration that this Policy will prove beneficial to the airport, its employees, and vendors.

***I. Purchasing Authority***

- A. The Airport Director is designated as the purchasing agent for the airport. It is within his/her scope of responsibility to delegate duties to best suit the interests of the airport.

***II. Purchasing Duties of Airport Staff:***

- A. To coordinate and supervise the fair and impartial application of the Yellowstone Regional Airport's Purchasing Policy.
- B. To assist with the acquisition of materials, supplies, tools and services as required.
- C. To secure materials, supplies, tools, and services of a specified quality at the lowest possible cost consistent with airport policy.
- D. To consolidate purchases of like or common items to obtain the maximum economic benefits.
- E. To maintain vendor information on products and services and make information available for the use and benefit of the airport.
- F. To be the contact point for sales representatives, dissemination of specifications, delivery of quotations and bids, and other vendor-related activities.
- G. To promote goodwill and clear communications in airport-vendor relations and intra-organizational relations concerning purchasing.
- H. To supervise the ongoing inventory management program of the airport including the fixed asset inventory.
- I. To perform other purchasing management functions as delegated by the Airport Director .

**III. Purchasing Process:** Effective purchasing will include anticipating future needs of the airport and consolidating the requirements of both departments for similar types of items. Staff will furnish to the Airport Director an estimate of requirements for a stated period and an estimate of when the items need to be purchased. To enable the Airport Director to develop the best source of supply, purchase requests should be submitted as far in advance as possible.

A. General Purchasing

Classification of purchases:

1. Budgeted and approved
2. Unbudgeted
  - a. routine
  - b. emergency

Purchase request form:

- Date
- Budget Line-Item Number
- Description of Requested Items
- Amount (including shipping and handling estimate)
- Required signature or signatures

1. Tax Exempt Status: The Yellowstone Regional Airport is exempt from all city, state, and federal sales taxes and some excise taxes. YRA's Federal Tax Identification number is **XXXX** and must only be used for airport business purposes.

2. Purchases Up To \$ 500.00 : Purchases of budgeted, approved goods and services up to \$500.00 may be undertaken by the affected staff members themselves or may be referred to the Airport Director . However, invoices from such purchases made by staff will not be paid until approved by the manager. Vendors who will extend credit to the airport will remit invoices for payment. In the event that a vendor will not extend credit to the Airport, an Airport credit card may be used for payment.

Purchase of unbudgeted, routine goods and services must be approved by the manager. Purchase of unbudgeted, emergency goods and services must be approved by the director , in his/her absence by the Airport Board chair



or treasurer, and in their absences by any other Airport Board member. In the absence of the director , these purchase requests must be sent to the appropriate Airport Board member through the airport's administrative assistant.

3. Purchases exceeding \$500.00 and up to \$5,000 .00: All requests for budgeted, approved supplies, materials, or services exceeding \$500.00 and up to \$5,000.00 in total cost must be generated by the requesting staff member on a Purchase Request form supplied by the Airport Director . In addition, purchases exceeding \$500.00 must be approved by the Airport Director .

Purchases of budgeted, routine goods and services in this category must be approved by the manager. Purchases of unbudgeted, emergency goods and services must be approved by the director , in his/her absence by the Airport Board chair or treasurer, and in their absences by any other Airport Board member. In the absence of the director , these purchase requests must be sent to the appropriate Airport Board member through the administrative assistant.

Purchases of both routine and emergency goods and services in this budgeted category must be included as a note in the next monthly budget report submitted to the Airport Board.

4. Purchases Over \$5,000.00 : All purchases of budgeted, approved goods and services exceeding \$5,000.00 in cost must be approved by the director .

All purchases of unbudgeted, routine and emergency goods and services exceeding \$5,000.00 must have prior approval by the Airport Director and the Airport Board. In an emergency if the director is inaccessible, requests for these unbudgeted goods and services shall be submitted by the Airport Administrative Office without delay to the Airport Board.

In addition, any expense that will exceed a particular budget line item for materials, supplies and contractual services must have prior approval by the Airport Director and the Airport Board. The dollar amount of individual line items in budgets shall not be changed after budget approval. However, the Airport Director can suggest a budget exception which then must be approved by the Airport Board.

Whenever a contingency fund is used to cover a specific unbudgeted expense, that fact must also be noted in the next monthly budget report submitted to the Airport Board.

All contracts for any type of public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, which cost \$10,000 or greater, will be required to undergo the competitive bid process as required by Wyoming State Statute.

B. Adherence to Purchasing Policy Requirements: It is the responsibility of each employee of the Airport to adhere to the policies as set forth. It shall be a function of the office administrator to make routine and periodic checks of Purchase Requests to ensure that the Airport complies with Airport Purchasing Policies and Procedures. Non-compliance will be reported to the Airport Director who will contact the responsible individual for review.

C. Purchase Request: This is the official airport document,

Purchase Request will be processed once the following information is provided:

1. One item up to \$500.00; employees are expected to obtain the best possible price
2. One item exceeding \$500.00 and up to \$5,000.00; at least two quotes unless it is a sole source item
3. Date
4. Vendor name
5. Budget line-item number
6. Project number, if applicable
7. Item number, quantity, item description, and part number, if applicable
8. Name of initiating party
9. Signature of Purchaser
10. Signature of Airport Director if over \$500.00

D. Receipt of Materials or Services, Supplier's Invoice and Payment: Upon receipt of materials or services, and acceptance by the requesting/using purchaser, the supplier's packing list or job ticket must be signed and dated by the person authorized to originate the Purchase Request. In the event that person is not available at delivery, airport personnel designated by the Airport Director, will act on behalf of that individual. The packing list or job ticket is then forwarded to the office administrator, where it is attached to the Purchase Request form for match-up with the supplier's invoice for payment. Payment will be made once airport staff has accepted delivery of the goods purchased and/or services rendered, and the invoice is received. Please note that payment will be made from a supplier's invoice and not from a supplier's statement.

Checks are issued for completed Purchase Requests and invoices every second Wednesday of each month. Purchase Requests and invoices must be submitted and completed by the second Tuesday of each month. Requests for check issuance outside these guidelines must be approved by the Airport Board.

Airport checks should be issued whenever possible for all goods and services purchased. The airport corporate credit card may be used when the issuance of checks for specific goods or services is impractical.

- E. Inspections and Defects: The receiving party shall inspect materials and/or services before purchaser approves payment. Upon discovery of any defects, the magnitude of the defects shall be considered, and the supplier shall be contacted. Arrangements shall be made for the return and replacement of the material, or an adjusted price shall be negotiated.
- F. Quote Process: For purchase of products and services up to \$500.00 , the initiating party must obtain the best price possible. For purchase of products and services exceeding \$500.00 and up to \$5,000.00 , the initiating party must solicit a minimum of two quotes from appropriate qualified vendors, unless it is a sole source item. For purchase of products and services that exceed \$5,000.00 , the initiating party must solicit a minimum of three quotes from appropriate qualified vendors. In the event that three vendors cannot be found, the purchasing party may then follow the Sole Source Purchase requirement.
- G. Sole Source Purchase: The purchase of new goods or services available from only one source or manufacturer may be exempt from the quote process. Because this special designation effectively eliminates competition, concise written support documentation will be required to explain why a particular product or service is being requested from only one commercial source. Such authorization must have approval from the Airport Director , and the Airport Board in the case of mandatory bid items. Repair or replacement parts for existing airport equipment may be sole sourced.
- H. Original Contract Documents and Maintenance Agreements: All original contracts will be kept on file in the central files of the Administrative Office. Original maintenance agreements will be kept on file in the same office. No contracts and/or maintenance agreements will be renewed without the prior written consent of the Airport Board.
- I. Standardization: Standardization of all supplies, materials, and equipment is to be achieved whenever possible.
- J. Necessity of Purchase: Purchases shall be made only as required and inventories shall only be maintained to a level that the day-to-day operation of the Airport is not adversely affected. It is the responsibility of each employee of the Airport to

promote cost reduction and improve supplier service by prudent investigation of vendor and product selection. Locating the most efficient and cost-effective source for purchases will be reflected in the Airport's overall performance, budget management and efficiency.

K. Use of Petty Cash: The airport no longer utilizes petty cash.

L. Supplier Obligation: Suppliers and contractors are expected to fulfill these basic responsibilities:

1. The supplier must provide realistic delivery dates for services and materials.
2. Suppliers shall be obligated to notify the purchaser of improved products that may be available, or those that may soon be determined obsolete.
3. Suppliers shall conduct negotiations ethically, without attempts to influence through offering valuable personal gifts or entertainment.
4. Suppliers shall be obligated to provide service during the warranty period of the merchandise or services performed.
5. Suppliers are expected to work with the purchaser to resolve cases where damaged materials are received, or faulty services are performed.
6. Suppliers are expected to obtain bonding and insurance when required by the type of work or contract.
7. Suppliers are expected to act in good faith when representing its product or service to the Airport and to disclose any defects or imperfections in the product or service being provided.

M. Vendor Relations: It is the policy of the Airport to maintain and practice the highest possible standards of business ethics, professional courtesy and competence in all of its dealings. At all times, applicable laws must be observed. In this regard, the following should be observed when dealing with suppliers and their representatives:

1. Accord prompt and courteous reception, as well as fair and equal treatment, to all suppliers and their representatives.
2. Provide equal opportunity for all suppliers to make price and specification quotations.

3. Guarantee the confidentiality of all specifications and price quotations made by vendors.
4. Decline to take advantage of suppliers' errors and show consideration for suppliers' difficulties by cooperating whenever possible.
5. Avoid putting suppliers to unnecessary expense or inconvenience on returned goods.
6. Explain as clearly and fully as possible to suppliers the reason for the rejection of their bids/proposals.
7. Remain scrupulously free from obligations to any supplier.
8. Keep informed about sources of supplies, methods, services, and materials.
9. If for any reason, one supplier is permitted to re-quote, his/her competitors will be given the same opportunity. Re-quoting should be restricted to an absolute minimum.

- N. Use of Company Name: The Airport's name shall not be used to receive or request discounts or for any other personal gain.
- O. Gifts and Gratuities: No gift or gratuity shall be accepted by any airport employee from a vendor and/or tenant. A gift is defined in Wyoming State Statute 9-13-102(a)(vi). The Airport may terminate at no charge to the Airport any purchase order or contract if it is found that gifts or gratuities were offered to an airport employee.
- P. Office Supplies: Office supplies may be requested by all airport employees. Airport office administrator will maintain an inventory of the more popularly used office supplies.
- Q. Local Vendors: It is the policy of the Airport to purchase from local vendors whenever possible, reasonable, cost effective and timely to do so. Benefits such as availability of parts and services should be considered along with price and quality in making purchases for the Airport. For purposes of this policy, local vendors shall be defined as those businesses or vendors that have service centers, outlets, warehouses, or business offices in the Park County area.

If two or more qualified local sources for parts, products or services are available, the administrative office or the employee making the purchase will solicit informal price quotations from those local vendors as well as non-local vendors.

- R. Expense Reports and Travel Advances: Employees traveling on official airport business can no longer obtain an expense advance. Travel advances are considered loans and are prohibited by the Wyoming Constitution, Article 16, Section 6. Employees may be provided with an official airport credit/debit card to cover expenses incurred while on official airport business. All receipts must be included with a completed expense report and submitted to the Airport Director for approval.

The expense report forms must be submitted for Airport Director approval within three days of returning to work and must include all receipts and out of pocket expenses incurred for each airport associated travel. Employee expense reports will be available for review and inspection by Airport Board members. Under no circumstances will the Airport reimburse for alcohol related expenditures.

- S. Budgets: Budgets must be amended for over expenditures in compliance with Wyoming Constitution Article 16, Section 7; W.S. 16-4-109 and W.S. 16-4-125(c).

## Purchase Requisition Form

**To:** **Airport Manager**

**From:**

\_\_\_\_\_  
Name

**Date:**

\_\_\_\_\_  
Requested

\_\_\_\_\_  
To Be Purchased

**Budget Line Item:**

\_\_\_\_\_

Item/Description	Vendor	Quantity	Cost (Q or E) <small>Q-Quoted, E-Estimated</small>
<b>Total Cost</b>			

***To Be Completed by Office Administrator***

Current Checking  
Balance

\_\_\_\_\_ \$

Checking Balance After Purchase

\_\_\_\_\_ \$

Line-Item Budget Remaining

\_\_\_\_\_ \$

Line-Item Balance After Purchase

\_\_\_\_\_ \$

***To Be Completed by Airport Manager***

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postpone Until \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix D