INTERIM MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CASS COUNTY, NORTH DAKOTA

AND

THE METRO FLOOD DIVERSION AUTHORITY

Dated as of August 22, 2019

Relating to:

An interim agreement outlining the relationship and responsibilities of Cass County and the Metro Flood Diversion Authority with regard to human resource related services

This instrument was drafted by:
Ohnstad Twichell, P.C. (JTS)
P.O. Box 458
West Fargo, North Dakota 58078

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EXHIBIT A – CASS COUNTY EMPLOYEE HANDBOOK

INTERIM MEMORANDUM OF UNDERSTANDING

THIS INTERIM MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into as of the 22nd day of August, 2019, (the "Effective Date"), by and between Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota (the "County") and the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota (the "Authority").

WHEREAS, under the terms of the Joint Powers Agreement dated June 11, 2016, (the "JPA"), the Authority may enter contracts and employ personnel related to the Fargo-Moorhead Area Diversion Project (the "Project"); and

WHEREAS, under the terms of the JPA, the Authority intends to employ an Executive Director to function as the chief administrative officer of the Authority; and

WHEREAS, the County and the Authority intend to enter into a more complete agreement regarding the provision of personnel services by or before December 31, 2019; and

WHEREAS, the County's human resource department will provide human resource services related to payroll and benefits to the Authority's Executive Director and future employees at no cost to the Authority through December 31, 2019.

NOW THEREFORE, in consideration of the mutual covenants made herein and for valuable consideration, the receipt of which is hereby acknowledged, the Authority and the County agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

"Agreement" means, the Interim Memorandum of Understanding dated August, 22, 2019.

"Applicable Law" means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Authority or the County.

"Authority" means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota and a permanent, joint powers entity formed through the Joint Powers Agreement to provide the Fargo-Moorhead metropolitan area with permanent and comprehensive flood protection.

"Best Efforts" means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

"County" means Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota.

"Effective Date" means August 22, 2019.

"Employee Handbook" means the Cass County Employee Handbook which describes workplace policies and employee guidelines for Cass County Employees.

"Executive Director" means the person hired by the Authority pursuant to an Employment Agreement dated September 1, 2019, to serve as the Executive Director of the Authority pursuant to the terms and conditions of the Joint Powers Agreement.

"Good Faith" means the observance of reasonable commercial standards of fair dealing in a given trade or business.

"Joint Powers Agreement" means the agreement entered into by and between the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District, dated as of June 1, 2016, to create the Authority.

"Metro Flood Diversion Authority" or "**Authority**" means the political subdivision created by the Joint Powers Agreement consisting of the communities of Fargo, North Dakota and Moorhead, Minnesota, along with Cass County, North Dakota, Clay County, Minnesota, and the Cass County Joint Water Resources District.

"Party" means either the Authority or the County, as the context may require, and their respective legal representatives, successors, and permitted assigns, and wherever a reference in this Agreement is made to any Parties hereto, **"Parties"** means the Authority and the County, collectively, and their respective legal representatives, successors, and permitted assigns.

"Professional Employer Agreement" means the written contract between a client and professional employer organization which provides for the coemployment of a covered employee, for the allocation of employer rights and obligations between the client and the professional employer organization.

"Project" means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated

September 2013 and approved by the US Army Corps of Engineers, District Engineer, St. Paul District on September 19, 2013, and as amended by the Governors' Task Force and applicable permit requirements.

Section 1.02 INTERPRETATION. The headings of Articles and Sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (b) any reference herein to any person shall be construed to include such person's permitted assigns, (c) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

ARTICLE II.
INTENT

Section 2.01 INTENT. The Authority intends to hire an Executive Director to begin work in September 2019, pursuant to and in accordance with an employment agreement between the Executive Director and the Authority. The Executive Director will perform a wide range of duties and tasks related to the Project. The Authority may hire a small number of additional staff in the future. Given the County's large human resource department and the small number of employees to be hired by the Authority, the County offered to provide human resource services related to benefits and payroll services to Authority employees through December 31, 2019. After December 31, 2019, the Parties intend to explore the possibility of continuing the relationship as co-employers pursuant to a Professional Services Agreement under Section 43-55 of the North Dakota Century Code and/or pursuant to a more defined agreement between the Authority and the County.

ARTICLE III.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY

Section 3.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY. It is hereby acknowledged and agreed upon between the Parties that the County will:

1) Provide human resource services related to payroll to the Executive Director and any future employee hired by the Authority. The County shall administer payroll to the Executive Director and any future employee hired by the Authority in

accordance with the provisions and guidelines set forth in the Cass County Employee Handbook ("Employee Handbook"), attached as Exhibit A;

2) Provide retirement and health benefits to the Executive Director and any future employees of the Authority through the County's sponsored plans, in compliance with applicable federal and state laws, and subject to eligibility requirements. The County shall provide benefit services in accordance with the Employee Handbook;

3) Conduct individual meetings with the Executive Director and any future employees hired by the Authority to address any questions, suggestions, or concerns in relation to County human resource policies;

4) Provide the Executive Director and any future employee hired by the Authority with a copy of the Employee Handbook. The County agrees that it will ensure the Employee Handbook and all employee-related policies are timely updated, as necessary, due to changes in federal and state law, or as might otherwise be deemed appropriate by the County;

5) Make best efforts and work cooperatively in good faith with the Executive Director, employees, and staff of the Authority;

6) Invoice the Authority for any and all employment related costs associated with the Executive Director or and other Authority employees, including salary, benefits and reimbursements provided in accordance with the Executive Directors Employment Agreement at the end of each month; and

7) Provide the services to the Authority, at no cost.

ARTICLE IV.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY

Section 4.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY. It is hereby acknowledged and agreed upon between the Parties that the Authority will:

1) Retain the exclusive right to direct and control the day-to-day activity of the Executive Director and future employees hired by the Authority as is necessary to conduct business related to the construction of the Project;

2) Retain the right to hire, discipline, and terminate the Executive Director and any future employee hired by the Authority as may be necessary to fulfill the Authority's responsibilities;

3) Report to the County any Authority employees hired, promoted, or terminated;

4) Arrange for the Executive Director and any future employee hired by the Authority to meet with the County's human resource department; and

5) Provide any other pertinent information requested by the County's human resource department in a timely manner.

ARTICLE V.
TERM AND TERMINATION

Section 5.01 TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2019 (the "Initial Term"). After the Initial Term, the parties intend to enter into a new or amended agreement.

Section 5.02 TERMINATION. In addition to the provisions of Section 5.01, this Agreement may terminate for any of the following reasons:

1) Either Party may terminate this Agreement without termination fee, penalty, or liquidated damages if the other Party commits a breach of any material obligation under this Agreement; provided that if a Party shall by any act or omission, be in breach of any material obligation under this Agreement and such breach shall continue for a period of fourteen (14) days after written notice thereof has been given by the Party to the offending Party, the Party shall have the right to terminate this Agreement with immediate effect by notice to the offending Party.

2) The Parties may mutually agree in writing to terminate this Agreement, at any time, without termination fee, penalty, or liquidated damages.

Section 5.03 NOTICE. Written notice shall be addressed to the following addresses:

Authority: Chair
Metro Flood Diversion Authority Board
P.O. Box 2806
Fargo, ND 58108-2806

County: Cass County Finance Director
P.O. Box 2806
Fargo, ND 58108-2806

ARTICLE VI.
DISPUTE RESOLUTION

Section 6.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 6.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the County striking first, followed by the Authority.

Section 6.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior Section, the Parties may litigate the matter.

Section 6.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 6.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE VII.
MISCELLANEOUS

Section 7.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 7.02 MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 7.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 7.04 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 7.05 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 7.06 ACKNOWLEDGMENT. Each of the Parties affirm and acknowledge that it has fully read and appreciates, and understands the words, terms, conditions and provisions of this

Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.

Section 7.07 THIRD PARTY BENEFICIARIES. This Agreement was created for the benefit of the Executive Director and/or any employees hired by the Authority as third party beneficiaries.

Section 7.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 7.09 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 7.10 SURVIVAL. The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 7.11 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances including, but are not limited to: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

(Remainder of page intentionally left blank)

Signature Page for Cass County

The Governing Body of Cass County, North Dakota approved this Agreement on the ___ of ____, 2019.

Cass County, North Dakota
Board of Commissioners

By: _____
Mary Schering, Chair

ATTEST:

_____
Michael Montplaisir, County Auditor

Signature Page for the Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this Agreement on the ___ of ____, 2019.

Metro Flood Diversion Authority

By: _____
Kevin Campbell, Vice Chair

ATTEST:

_____
Heather Worden, Secretary

EXHIBIT A

CASS COUNTY EMPLOYEE HANDBOOK

[See Following Pages]

Cass County

EMPLOYEE HANDBOOK

Issued 01/01/2019

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Mission Statement

The Mission of the Cass County Board of Commissioners:

1. To develop, approve and administer yearly budgets and set appropriate mill levies within statutory constraints.
2. To determine County policy and strategic planning decisions in conjunction with County functional directors to assure that County services mandated by statute, or determined by policy are provided equitably to the citizens of Cass County.
3. To assure that property tax assessment and collection is accomplished, as dictated by statute, and determined by service level in serving the citizens of Cass County.

In addition, the Commission shall manage and maintain all County property, purchase and dispose of such property and supervise the electoral process for the citizens of Cass County, and employs all non-elected personnel.

Code of Ethics

Cass County is committed to the highest standards of conduct by and among county personnel in the performance of their public duties. Individual and collective adherence to high ethical standards by public personnel is central to the maintenance of public trust and confidence in government.

While county personnel agree on the need for proper conduct, they may experience personal conflict or differing views of values or loyalties.

In such cases the principles contained in this Code of Ethics provide valuable guidance in reaching decisions which are governed, ultimately, by the dictates of the individual conscience of the public employee and his or her commitment to the public good.

Certain of these ethical principles are best expressed as positive statements: actions which should be taken; courses which should be followed; goals which should permeate both public and private conduct. Other principles are expressed as negative statements: actions to be avoided and conduct to be condemned.

The Code of Ethics for County Personnel has been created by and for county personnel. However, these principles apply to the day-to-day conduct of both elected and appointed officials and employees of county government.

Cass County recognizes that this Code of Ethics should serve as a valuable reference guide for all those in whom the public has placed its trust.

Ethical Principles

The ethical county employee should:

- Properly administer the affairs of the county.
- Promote decisions which only benefit the public interest.
- Actively promote public confidence in county government.
- Keep safe all funds and other properties of the county.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
- Maintain a positive image to pass constant public scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public employees and associates.
- Maintain a respectful attitude toward employees, other public personnel, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.
- Faithfully comply with all laws and regulations applicable to the county and impartially apply them to everyone.
- The ethical county employee should not:
- Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
- Improperly influence or attempt to influence other officials to act in his or her own benefit.
- Accept anything of value from any source which is offered to influence his or her action as a public official.
- The ethical county employee accepts the responsibility that his or her mission is that of servant and steward to the public.

Cass County Commission

- Five Commissioners Elected in Districts

Elected Department Heads

- Sheriff
- State's Attorney

Appointed Department Heads

- County Administrator
- County Auditor/Treasurer
- County Coroner
- County Recorder
- Emergency Manager
- Extension Agent
- Highway Engineer
- Information Technology
- Social Services Director
- Tax Director
- Veterans Service Officer

Commission Appointed Boards

- Cass County Social Services
- County Planning Commission
- Housing Authority
- SE Cass, North Cass, Rush River and Maple River Water Resource Districts
- Weed Control
- Vector Control

The County Commission appoints some members of various other boards and serves on additional boards themselves. The board also supports, through mill levies, Cass County Council on Aging, Fargo Senior Commission, Cass County Fair Association and Cass County Historical Society; however, the Commission does not appoint the members of these boards.

Commissioner Portfolios
2018-2019

Administrative Services
(COMMISSIONER MARY SCHERLING)

Auditor/Treasurer
Tax Assessor
County Recorder
Information Technology
County Administrator
- Buildings and Grounds
- Human Resources
- Coroner

Human Services
(COMMISSIONER CHAD PETERSON)

Social Services

Public Safety Services
(COMMISSIONER RICK STEEN)

Sheriff
- Jail & Juvenile Center
- Emergency Management

Planning & Operation Services
(COMMISSIONER DUANE BREITLING)

Roads and Bridges
- Planning
- Weed
- Vector
- Water Resource Boards

Legal Services
(COMMISSIONER VERN BENNETT)

State's Attorney
Veterans Service
Extension

100 About the Handbook

Effective Date: 05/07/2018

From time to time, we may change, revise, or eliminate any of the policies and/or benefits described in this handbook. Any such change, or any deviation from the stated policies, must be authorized and signed by the Administrator of Cass County and approved by the County Commission.

This handbook replaces any previous handbooks, and also replaces any prior oral or written policies, practices, or promises made by us concerning you or another employee's terms and condition of employment.

Every policy in this handbook has been carefully considered and is important to the successful operations of our county. Thus, if you violate any policy in this handbook, you may be subject to discipline, up to and including termination from employment, regardless if the policy provides for specific disciplinary actions that we may take.

101 Employee Relations & Fair Treatment Policy

Effective Date: 05/07/2018

At Cass County, we recognize that employees are the backbone of our success. Our achievements are due to the spirit and cooperation of our people who contribute. We promote a work environment that encourages both teamwork and individual initiative.

We will do our best to:

- provide a safe working environment;
- select and promote people on the basis of skill, training, ability, merit, attitude, and character without prejudice or discrimination;
- maintain competitive wages and benefits, appropriate with our philosophies;
- welcome employee input, ideas and constructive criticisms at all times;
- develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow workers;
- dedicate ourselves to being the best and getting better;
- respect individual rights, and treat all employees with courtesy and consideration;
- maintain mutual respect in our working relationship; and
- do all these things in a spirit of friendliness and cooperation.

Each of us, as employees, is responsible for:

- regular and punctual attendance;
- reporting to work, ready to work with proper attire;
- good housekeeping skills (keeping self, work station, and surrounding areas as clean as possible);
- safe working practices and good work performance;
- cooperating with fellow employees to achieve the best results;

- mutual respect for those we work with;
- constructive participation in the operation of the county by contributing your individual ideas and by becoming personally involved in opportunities as they may arise; and
- portraying a positive image, both at work and while in the community.

We believe that the work conditions, wages, and benefits we offer to our employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We demonstrate our commitment to our employees by responding promptly and effectively to employee concerns.

Fair Treatment Policy

We provide you and other employees with a method by which everyone can voice their concerns when anyone feels they have been treated unfairly and the dispute is not resolved through normal problem solving channels. You are encouraged to resolve informal complaints with the appropriate member of management. We will attempt to resolve an informal complaint within seventy-two (72) working hours.

STEP I

Employee — If you have a complaint, you should make every effort to discuss the problem orally with your immediate supervisor and/or the Human Resources Director. This initial contact should be made within a reasonable period from the time the incident occurs, usually fifteen (15) working days.

If the complaint is initially reported to the Human Resources Director, the Human Resources Director should notify the Department Head within three (3) working days of receiving the complaint.

Supervisor — It is the responsibility of the supervisor to address the problem. Supervisors should generally respond orally within fifteen (15) working days from receipt of the complaint.

STEP II

Employee — If you are not satisfied with the results of Step I, you may state the complaint in writing and present the written complaint to your department head and/or the Human Resources Director. This must be done within fifteen (15) working days after Step I has concluded. One copy of the form should be given to the department head, one to the Human Resources Department, and you should keep one copy.

Department Head	It is the responsibility of the department head to address the problem. Department heads should generally respond within fifteen (15) working days from receipt of the written complaint

102 At Will Employment

Effective Date: 05/07/2018

Your employment with us is voluntary and is subject to termination by you or us at will, with or without cause, and with or without notice, at any time, with the exception of Social Services' employees, who are subject to the State Merit System. Nothing in this handbook should be interpreted to be in conflict with or modify your status as an at-will employee. This handbook is not an employment contract, and no one outside of our Administrator has the ability to offer you any sort of contract of employment.

103 Equal Employment Opportunity

Effective Date: 05/07/2018

We provide employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, sexual orientation, gender identity, marital status, status with regards to public assistance, participation in lawful activity off the employer's premises during non-working hours (which is not in direct conflict with the essential business-related interests of the County) or any other characteristic protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications, and abilities. However, we may provide hiring preference to veterans and disabled veterans, pursuant to N.D.C.C. §37-19.1.

We will not request or require a genetic test or collect or use any protected genetic information from any employee or applicant in connection with employment-related decisions.

This policy applies to all terms and conditions of employment, including recruiting, hiring, compensation, selection, job assignment, promotion, discipline, termination, layoff, recall, transfer, access to benefits, leaves of absences, and training. If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring these issues to the attention of your immediate supervisor or the Human Resources Department. You 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.

104 Accommodating Individuals with Disabilities

Effective Date: 05/07/2018

We are committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability. This includes, but is not limited to, discrimination with respect to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment.

If you believe you need a reasonable accommodation to perform the essential functions of your job, contact the Human Resources Department. Consistent with this policy of nondiscrimination, we will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, provided that such accommodation does not constitute an undue hardship on our organization. We encourage individuals with disabilities to come forward and request reasonable accommodations if needed.

On receipt of an accommodation request, a member of the Human Resources Department will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that we might make to help you overcome those limitations. We may request reasonable medical documentation to help us better understand your limitations and necessary reasonable accommodations.

We will determine whether the requested accommodation constitutes an undue hardship by considering various factors, including, but not limited to the nature and cost of the accommodation in light of the our financial resources and the accommodation's impact on the operation of our organization, including its impact on the ability of other employees to perform their duties and our ability to conduct business.

The ADA does not require us to reallocate essential job functions or to provide personal use items such as eyeglasses, hearing aids, and wheelchairs. We retain sole discretion to determine the reasonableness of requested accommodations.

You must comply with safety rules at all times. We make every effort to place applicants and employees in positions for which they are qualified. However, in the event that you are placed in a position where, with or without a reasonable accommodation, you would create a direct threat to the safety or health of yourself or others, we may remove you from the position until we can obtain medical documentation regarding your ability to safely perform the essential functions of the position.

Information obtained or provided in connection with the existence of a disability, or the need for an accommodation, will be kept strictly confidential, and will only be disclosed to those individuals who have an actual need to know about them, and then, only to the degree necessary.

If you have a question or concern about this policy, you are encouraged to bring these issues to the attention of the Human Resources Department. You can raise concerns and make reports without fear of reprisal. Anyone found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

105 Personal Relationships in the Workplace

Effective Date: 05/07/2018

The employment of relatives or persons involved in dating relationships in the same area of the organization may cause serious conflicts and problems with favoritism and employee morale. In addition, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

We do not prohibit employing relatives of other employees, or persons involved in dating relationships with other employees. However, we monitor situations in which such individuals may work in the same area. Generally, relatives and persons involved in dating relationships will not be allowed to report to one another or otherwise work in a position that has control or influence over the other person's hiring, advancement, performance evaluation, discipline, or termination. In case of actual or potential problems, we will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is defined as a spouse, mother, father, sister, brother, children, grandparents, nieces, nephews, aunts, uncles, and persons bearing the same relationship as the employee's spouse.

106 Employee Medical Examinations

Effective Date: 05/07/2018

We may require you to undergo a medical examination if necessary to comply with applicable state and/or federal laws, or if we wish to ensure that you are able to perform your duties safely.

Pre-Employment and Pre-Transfer / Promotion Physicals

You may have to successfully pass a physical exam before starting certain positions within the County. If so, you will only be tested on your ability to perform job-specific tasks and functions, and will not be tested on your general health. If you do not pass the physical exam, we will withdraw the job offer or promotional opportunity, unless there is a reasonable accommodation that will enable you to effectively perform the position's essential functions. The cost of the exam will be our responsibility.

Additional Employee Assessments

We may also have you evaluated by a doctor in such circumstances as the following: to determine or update your ability to perform in your current position, pursuant to our drug and alcohol policy, to confirm your need for medical leave, to assess your ability to return to the workplace after a medical leave, to determine your need for accommodations, or to comply with applicable state or federal laws.

We keep your medical information confidential and separate from the other parts of your personnel file, and we strictly limit access to such information to those individuals who have a legitimate and necessary need to know.

107 Immigration Law Compliance

Effective Date: 05/07/2018

We employ only individuals who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

When hired, as a condition of employment, you must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you were previously employed with us, you must complete a new form if you have not completed an I-9 for us within the past three years, or if your previous I-9 is no longer retained or valid.

We must terminate employees who are unable to provide appropriate documentation in support of their right to work in the United States within three (3) days of their start date.

If you have questions or want more information on immigration law issues, contact the Human Resources Department. You may raise questions or complaints about immigration law compliance without fear of reprisal.

108 Conflicts of Interest

Effective Date: 05/07/2018

Activities or relationships that conflict with our interests or adversely affect our reputation should be avoided. We cannot describe every situation that may constitute a conflict of interest; rather, the purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest. Contact the County Administrator if you have any questions about conflicts of interest.

A conflict of interest occurs when your loyalty is, or appears to be, divided between your self-interest or the interests of a third-party and our interests. The types of conflicts of interest you must avoid include, but are not limited to:

- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefit in exchange for favorable decisions or actions in the performance of your job or that might appear to influence your decision-making or professional conduct;
- Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of confidential information or trade secrets;
- Accepting employment or compensation that could reasonably be expected to impair your independent judgment in the performance of your duties;
- Accepting a kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving us;
- Giving preferential treatment in business dealings to any person or company in which you, a relative or friend has a significant ownership interest or relationship.

This policy does not apply to elected officials seeking election contributions. Employees in the Social Services department are also subject to an additional policy based on the guideline from the North Dakota Department of Human Services.

You must disclose actual or potential conflicts or any relationships that may create the appearance of a conflict of interest to your supervisor as soon as you become aware of them so that safeguards can be established to protect all parties.

109 Whistleblower Protections

Effective Date: 05/07/2018

We strive to create an ethical and open work environment, to ensure we have a governance and accountability structure that supports our mission, and to encourage and enable you to raise legitimate concerns about the occurrence of illegal or unethical actions within the County instead of turning to outside parties for resolution.

We expect you to report activities you consider to be illegal, unethical, or dishonest internally. You are not responsible for formally investigating the activity or determining fault or corrective measures. Instead, as discussed below, appropriate management officials are charged with these responsibilities.

Examples of illegal, unethical, or dishonest activities include, but are not limited to:

- Violations of federal, state or local laws
- Activities that potentially violate healthcare reform laws
- Theft or inappropriate removal or possession of property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Falsification of timekeeping records
- Violation of OSHA or other regulatory standards
- Sexual or other unlawful or unwelcome harassment
- Unauthorized disclosure of business “secrets” or confidential information

If you have knowledge of or a concern about actual or potential illegal, dishonest, or fraudulent activity, you should contact your immediate supervisor or the Department Head. The Human Resources Department and Department Head will investigate your concerns and determine the proper course of corrective action. If someone in the Human Resources Department is the subject of the whistleblower complaint, the County Administrator will become responsible.

Insofar as possible, we will try to maintain your confidentiality. However, your identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. We will not retaliate, nor permit retaliation against anyone who brings forward a legitimate concern under this policy. If you believe you are being retaliated against, contact the Human Resources Department immediately. Protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

If you intentionally or recklessly file a false or baseless report of wrongdoing, you will be subject to discipline up to and including termination. If you have questions about this policy, please contact your supervisor or the Department Head.

110 Confidentiality and Non-Disclosure

Effective Date: 05/07/2018

While much of our business information is open to the public through public access laws, we still have an interest in keeping certain information confidential. Confidential information includes electronic data or intellectual property owned by the County.

To the extent information is confidential, as defined in this policy, or set forth by Department procedures, policies or practices, or set forth in a confidentiality or non-disclosure agreement, it is to remain confidential and protected from disclosure until such time as we specifically declare such information to be no longer confidential, except as required or provided by law.

Unless we specifically direct otherwise, you shall not duplicate or otherwise copy any confidential materials or information. You must return all confidential materials or information in your possession immediately upon separation of employment or upon request.

Nothing in this policy is intended to restrict you from exercising legal rights under any state or federal law nor will you be subject to discipline for engaging in legally protected activity.

We recognize some of our information is open to the public. However, we consider all materials, information, and electronic data to be the property of Cass County. If you, or anyone else, including former employees, want to access these records or copy these records, you must do so through an open records request.

111 Job Posting

Effective Date: 05/07/2018

We believe strongly in employee promotion and development. We encourage you to express your interest in open positions and advancement opportunities within the organization according to your skills and experience. We typically post job openings on the employee bulletin board, but posting depends on the Department. All positions are posted with North Dakota Job Services and on the County website as well. In the interest of finding the most qualified candidate, we often post positions both internally and externally at the same time.

To apply for an open position, submit a job application to the Human Resources Department listing job-related skills and accomplishments. Job openings for Social Services are posted on the State of North Dakota's website and applications should be submitted according to that website.

Once you apply, your supervisor will usually be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer will also be discussed at that time.

We recognize the benefit of developmental experiences and encourage you to talk with your supervisor about career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization

Although we usually prefer to fill open positions with current employees who express interest in the positions, we may choose to hire an external candidate over a current employee if we determine that the external candidate best meets the needs of the position.

Promotions or Transfers

If you are interested in a promotion or a transfer, submit a completed application form. You are not guaranteed a promotion simply because a vacancy may occur. Instead, promotions will be based on information documented by our performance evaluation process, including outstanding work performance, levels of skills and training, demonstrated reliability, your current disciplinary status, as well as position availability, and the qualifications of external candidates, if applicable.

We reserve the right to transfer employees if it is in the best interest of the County. If offered and you accept a transfer, you must notify your current Department Head. The transfer will be negotiated between the Department Heads, but will be delayed no longer than 30 days.

Posting jobs

All vacant positions, including temporary positions, must have a staff requisition form signed either electronically or in writing by the Portfolio Commissioner and the Commission Chairman prior to advertising. In the absence of the Portfolio Commissioner, another Commissioner shall be appointed by either the Portfolio Commissioner or the County Administrator to sign and/or approve the staff requisition form. When the Commission Chairman is the department portfolio, the staff requisition for vacant positions shall be signed by the Commission Chairman and Vice Chairman. If a temporary position is recruited through an employment agency, the Human Resources Department must be informed of the individual's name and length of employment.

Promotions from within a department may occur. However, the position must be posted within the County. In general, these vacancies are posted for 5 working days.

Before creating a staff requisition, the Cass County Recruitment Guidelines handbook should be referenced.

201 Employment Categories

Effective Date: 05/07/2018

Your employment status and benefit eligibility depend upon your employment classifications. All employees in all classifications described below are subject to our employment-at-will policy described earlier in this handbook.

Your position is classified as either nonexempt or exempt from state and federal wage and hour laws. Nonexempt employees are entitled to overtime pay and other benefits under the wage and hour laws, whereas exempt employees are excluded from specific provisions of the wage and hour laws, and don't receive overtime pay. Nonexempt employees are usually paid on an hourly basis, while exempt employees are usually paid on a salaried basis. We determine whether your position is nonexempt or exempt based on the requirements of state and federal law.

In addition to the above categories, you belong to one or more of the following employment categories:

- **Full Time** employees are those who are not in a temporary category and who are regularly scheduled to work our full time schedule of at least 40 hours per week. Generally, regular full time employees are eligible for our entire benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **Part Time** employees are those who are not assigned to a temporary category and who are regularly scheduled to work less than 40 hours per week. Regular part time employees may be eligible for some benefits sponsored by us, subject to the terms, conditions, and limitations of each benefit program.
- **Temporary** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and typically are employed six months or less. However, employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees hired directly by us receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they typically are ineligible for all of our other benefit programs.

202 Access to Personnel Files

Effective Date: 05/07/2018

We maintain a personnel file on each employee. The personnel file includes such information as your job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are our property, and we restrict access to the information they contain. N.D.C.C. §44-04-18.1(2) exempts certain confidential personal information from public review. Disclosure of personnel files will be made upon request and pursuant to public access law and pertinent exemptions. However, supervisors and managers who have a legitimate reason to review information in a file may do so. In the event someone other than your supervisor or

manager access your personnel file, you will be informed in writing. Medical information will be kept separate and will not be released without written consent.

If you wish to review your file, contact the Human Resources Department. With written advance notice, you may review your personnel files. The files may be reviewed in our offices and in the presence of an individual appointed by us to maintain the files.

203 Background Checks

Effective Date: 05/07/2018

We may conduct background and reference checks to ensure that individuals who work for us are well qualified and have a strong potential to be productive and successful. We may conduct these checks at certain critical times during the employment process, including but not limited to:

- The application and hiring process;
- Times when an employee is given access to restricted or confidential items, information, or data;
- Assignment to a particular project or customer; and
- Other significant employment events (such as promotions).

The types of checks we conduct may include such inquiries such as criminal history, credit history, degree confirmation, employment references, and licensure confirmation. The information we obtain via such inquiries will be considered in light of the needs and concerns underlying the check, and may take into account such things as customer directives or restrictions, the recency of the conviction, and the relevance of the information to the work to be performed.

We retain the sole discretion to determine what impact the acquired information may have on the applicant or employee in question, including discontinuation of the application process, removal from customer assignment, denying access to restricted items/information/and data, and even termination of employment. Decisions are made on an individualized basis.

Driving Records

Our insurance carrier may conduct a motor vehicle record (MVR) check at least annually for any employee listed as a driver of County vehicles. Driving privileges may be suspended for those who do not have a current, valid driver's license. Upon review of the MVR, the County may revoke driving privileges and/or take other employment action.

204 Personnel Data Changes

Effective Date: 05/07/2018

We expect you to promptly notify us of any changes in personnel data. Be sure to provide us with your accurate and current personal mailing address, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other similar information. If your personnel data has changed, notify the Human Resources Department.

205 Employment Applications

Effective Date: 05/07/2018

We rely upon the accuracy of information contained in your employment application, as well as the accuracy of other information you provide throughout the hiring process and employment. If you falsify, misrepresent, or omit any requested information, we may not hire you or, if we have already hired you, we may terminate you.

206 Performance Evaluation

Effective Date: 05/07/2018

We strongly encourage our supervisors, managers and employees to regularly discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss positive, purposeful approaches for meeting goals.

During your first year of employment, we provide you with a formal performance evaluation. In addition, we generally schedule your annual performance evaluation on or near your anniversary date each year. More frequent evaluations may take place.

In determining performance, we compare your actual performance against accountabilities established for the position. You should work with your supervisor or Department Head to establish accountabilities, based on the duties, responsibilities, and standard of the position. The performance evaluation process should be a cooperative process and your participation is encouraged through all phases of the process. Goals and objectives should be jointly established between you and your supervisor or Department Head for the next review period.

207 Status Date

Effective Date: 05/07/2018

We recognize everyone has two distinct anniversary dates – a "hire anniversary" and an "in grade" or "status" date. We use these status dates to determine your anniversary date and when step salary adjustments become effective.

A "hire anniversary" date reflects the date you began employment with us and is useful in determining benefits such as sick leave, annual leave and years of service. The "hire anniversary" date remains constant throughout your uninterrupted employment regardless of promotions, demotions or transfers within the County. A "hire anniversary" date may be adjusted to compensate for a leave of absence or some other similar interruption to employment.

An "in grade anniversary" or "status" date reflects the actual date you assume a particular position within a pay grade. At the start of employment, the "hire anniversary" and "in grade anniversary" will be identical and remain as such, until you are promoted or demoted, and then a new "in grade anniversary" date will be established. "In grade anniversary" dates are not established for lateral transfers.

Department Heads shall ensure that any changes to "in grade anniversary" date or "status" date for any particular employee are made timely by completing the appropriate paperwork,

including a staff requisition form, vacancy notice, and salary request form, and submit it to the Human Resources Department at the time of salary change.

208 Demotions

Effective Date: 05/07/2018

On occasion, during the course of your employment relationship, demotions may be appropriate. We may demote an individual based on their request or at the request your supervisor where an individual's skills and abilities more closely fit the requirements of another position. Any type of demotion must go through the Department Head and Human Resources.

If you are assigned to a job requiring less skill, knowledge, etc. than the prior job (regardless of whether this new assignment results from your choice or a supervisor's decision), your compensation will typically be adjusted to reflect the rate of pay appropriate to the position with credit for years of service. Any new pay rate will go into effect at the beginning of the first payroll period on or following the assumption of the duties of the new job.

Either you or the Department Head may request an exception to Human Resources.

301 Employee Benefits

Effective Date: 05/07/2018

We provide eligible employees with a wide range of employee benefits. This handbook may contain general descriptions of those benefits. You can find detailed descriptions of benefits in our benefit enrollment materials and the summary plan descriptions and/or insurance certificates for the plans, where applicable, or in policies within this handbook.

Your eligibility for benefits depends on a variety of factors, including your employee classification. The Human Resources Department can identify the programs for which you are eligible.

The following benefit programs are available to eligible employees:

- Annual Leave
- Dental Insurance
- Dependent Care & Medical FSA
- Funeral Leave
- Holidays
- Jury Duty Leave
- Medical Insurance
- Medical Leave
- Military Leave
- Personal Leave
- Retirement
- Sick Leave
- Supplemental Life Insurance
- Uniform and Uniform Maintenance

Some benefit programs require you to make contributions, some are unpaid (such as some of our leave programs), and others may be fully paid by us.

302 Holidays

Effective Date: 05/07/2018

Observed Holidays

We observe the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Good Friday (Friday before Easter)
- 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)
- Christmas Day (December 25)

Eligibility for Paid Holidays

All full-time and part-time employees working more than 20 hours per week receive holiday pay. If eligible, you will receive holiday pay at your regular rate of pay times the number of hours you would otherwise have worked on that day (up to a maximum of 8 hours). Part-time employees

will receive pro-rated holiday pay based on straight-time pay. If you are not scheduled to work on a holiday, you will receive holiday pay as outlined above or compensable time (up to a maximum of 8 hours).

A recognized holiday that falls on a Saturday will usually be observed on the preceding Friday. A recognized holiday that falls on a Sunday will usually be observed on the following Monday. Christmas will be observed as follows:

Christmas falls on a….	**Christmas will be observed on…**
Monday	Monday
Tuesday	Monday & Tuesday
Wednesday	Tuesday afternoon & Wednesday
Thursday	Wednesday afternoon & Thursday
Friday	Thursday afternoon & Friday
Saturday	Preceding Friday
Sunday	Following Monday

You are expected to report to work on the day after Thanksgiving, and the Friday after Christmas where Christmas falls on a Thursday, unless you request and use annual leave, subject to our policy. Department heads are strongly encouraged to comply with all reasonable annual leave requests, keeping in mind the requirements of the department. If a Department chooses to close a department, the phones must be forwarded and messages must be posted referring customers to other open county departments.

If you have been authorized to work on a recognized holiday, you will normally be given an alternate paid day off. Non-exempt employees who have been authorized to work on a recognized holiday will normally receive their hours worked, in addition to holiday pay or compensable time on an hour for hour basis. If you are non-exempt and must work due to an emergency call-out on a holiday, you will receive 1½ times your normal rate of pay for hours worked.

With the exception of pre-approved paid time off, you are expected to work both your normally scheduled days before and after the holiday in order to be eligible for holiday pay. If you call in sick or take unpaid time on either of those days, you may jeopardize your ability to be paid for the holiday. If a recognized holiday falls during your paid time off (such as annual leave), you will receive holiday pay instead of the paid time off benefit you otherwise would have received. However, if you are on an unpaid leave of absence, you will not be paid for holidays.

Holiday pay will <u>not</u> be counted as hours worked for the purposes of determining whether nonexempt employees are entitled to overtime for the week in which the holiday falls.

303 Annual Leave

Revised Date: 05/07/2018

Annual leave is an all-purpose time off policy to enable you to maintain a better work-life balance and allow time to rest, rejuvenate, and come back to the workplace reinvigorated. It is meant to function as wage replacement for times that you choose to be away from work for personal reasons, and is not considered to be compensation for work you have performed.

We provide an opportunity to regular full time and regular part time employees to accrue and use annual leave as described in this policy. Elected officials, temporary, per diem, and emergency employees are not eligible.

The amount of annual leave you receive each calendar year increases with the length of your employment as shown in the following schedule:

ANNUAL LEAVE ACCRUAL SCHEDULE

Years of Eligible Service	Annual Leave Days Each Year	Annual Leave Hours Each Month
Years 0-5	12 Days	8 Hours
Years 6-14	18 Days	12 Hours
15+ Years	24 Days	16 Hours

The accrual schedule set forth in the table above is based on an employee working our regular full time schedule of at least 40 hours per week. If you are a regular part time employee (i.e., working less than 40 hours per week), your accruals will be pro-rated accordingly.

Under special circumstances, for positions that are difficult to fill, the Department Head may submit a request to the County Administrator to consider an exception. Typically, an exception would involve starting a new employee at the 6-14 year accrual level where they would remain until they have completed their 14th year of employment. This request must be approved by the County Administrator before offered to the potential employee.

Usage and Rollover

We will not "advance" you annual leave, which means that at no time may you use annual leave before it has accrued. Any time off taken in excess of your accrual balance will be considered unpaid time off, and is generally discouraged.

Annual leave is paid at your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

In the event that you do not use your available annual leave by the end of the calendar year, you may carry up to 240 hours of unused time forward into the next calendar year. Any unused time beyond 240 hours will be forfeited on January 15th of the following calendar year. Except in the event of extreme hardship or emergency, and with advance approval from the Department Head, and the County Commission, you may be allowed to carry over additional amounts, but any additional amount above 240 hours must be used within 90 days.

To schedule annual leave, you must request advance approval from your supervisor as soon as possible. All departments must be appropriately staffed to meet the needs of our customers and clients. This means that annual leave may not be granted in all circumstances, and such requests will be approved or denied solely at the discretion of your supervisor, based upon current workloads, staffing levels, and your disciplinary status.
When one or more employees in the same area request annual leave for the same time periods (for example, around popular vacation times such as summer or holidays), priority may be given to the employee whose request was submitted first.

End of Employment

If you transfer departments, you may transfer annual leave. Years of service credit will be for continuous years of employment with a break of less than one year.

When your employment with us terminates, you will be paid for unused annual leave that has been accrued, but unused, through your last day of work.

304 Leave Donation

Effective Date: 05/07/2018

To provide assistance to those who otherwise may need to take unpaid leave due to a serious health condition, you can donate some of your accrued annual leave to a leave bank. All requests must be solicited through and approved by the Department Head, the Human Resources Director, and one other Department Head. The maximum number of hours contained in the leave bank may not exceed 1000 hours.

You may be eligible to receive donated leave after you have otherwise exhausted all paid leave and you either suffer from a serious health condition, as defined under federal Family and Medical Leave Act, or your spouse, parent, or child suffers from a serious health condition.

If you need donated leave and meet the criteria, you may request solicitation of leave from your Department Head. Do not solicit donations on your own. Your Department Head may provide basic information in order to request donations from your fellow employees in the same department. The maximum use of donated leave may not exceed 480 hours (12 weeks) in any 12-month period. Once you receive donated leave, you must use the leave within 365 days from the time of the request. If you are unable to use the donated leave within that time frame, it will be moved from your balance to the County Donated Leave bank.

Any information to request leave donations will be reviewed with you before it is publicized. While we will withhold your name on request, please understand we cannot provide assurances that co-workers will not figure out the identity—for example, based on the timing of your absence.

To make a donation, please submit a signed statement or e-mail to the Department Head indicating the number of accrued annual leave hours you wish to donate. Your Department Head will then provide this information to the Human Resources Department. The donations

must be in full hour increments. Once leave is donated, it is not returnable. If you want to donate annual leave hours, you are doing so on a strictly volunteer basis.

305 Sick Leave

Effective Date: 005/07/2018

We provide paid sick leave benefits to all full time and part time employees for periods of temporary absence due to illnesses or injuries. Elected officials, temporary, per diem, and emergency employees are not eligible.

If you are eligible and full-time, you will accrue sick leave benefits at the rate of 8 hours per month, 12 days per year. We pro-rate sick leave benefits if you are part-time. Accruals cease after 30 calendar days of continuous unpaid leave.

You may use sick leave benefits for an absence due to your own illness or injury, or for medical and dental appointments. You can also use sick leave to care for certain family members who are ill or need assistance obtaining medical or health services. For the purposes of this policy, eligible family members include your spouse, parent, child (natural, adoptive, foster, or step), and any other family member financially or legally dependent upon you or who resides with you for the purpose of you providing care to the family member. You can use up to 160 hours per year for the purpose of caring for family members under this policy. If you need to use more than 160 hours to care for a family member, you will need advance approval from the County Administrator and your Department Head.

If you are unable to report to work due to illness or injury, you should notify your direct supervisor before the scheduled start of the workday if possible. Your direct supervisor must also be contacted on each additional day of absence. In general, calls from friends or family members are not acceptable. If you are absent for three or more consecutive days due to illness or injury, or at our discretion, a physician's statement may be required to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Sick leave benefits will be calculated based on your base pay rate at the time of absence.

Unused sick leave benefits will be allowed to accumulate until you have accrued a total of 960 hours' worth of sick leave benefits. If your benefits reach this maximum, you will receive monetary compensation for 50% of all hours accumulated over 960 at your hourly rate of pay. This compensation will occur annually in December or upon termination. Social Service employees, pursuant to North Dakota state policy, are not subject to this cap or to payout.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence, except where specifically provided for in this handbook. Please use your sick leave only for legitimate illnesses and injuries, and keep in mind that if you are out of sick leave and/or annual leave, then any other absences will be unpaid, may be considered unexcused, and may subject to disciplinary action up to and including termination of employment. In rare circumstances, unpaid time off may be permitted if approved in advance. Note that unpaid time off will not count against you if it is approved under another leave policy within this handbook.

Sick leave is transferable from one department to another. However, Social Service employees may only transfer up to 960 hours of sick leave to another department, unless they move to another Human Service Agency, in which case they may transfer their entire sick leave balance. However, leave is not transferable to Cass County from any other agency or employer.

Years of service credit will be for continuous years of employment with a break of less than one year. If you are laid off, and return within 12 months of layoff, you will receive years of service credit for continuous years of employment.

306 Impact of Leaves of Absence on Employee Benefits

Effective Date: 05/07/2018

In addition to paid absences, such as holidays, annual leave, or sick leave, we offer a number of leaves of absence which either become unpaid at some point, or are unpaid in their entirety. Unless otherwise noted in a specific leave policy, your employee benefits will be handled as described below.

Insurance and related benefits

During your leave, we will continue to provide you with the benefits in which you have enrolled for as long as any law might require us to do so, or until such time as you cease to be eligible under the terms, conditions, and limitations of the applicable plans.

While you are on leave, you will continue to be responsible for your share of the insurance premiums, and will be required to make regular payments in order to continue your coverage. During any parts of your leave for which you may also be using annual leave or sick leave, we will continue to make payroll deductions as normal to collect your share of the premiums.

However, at the point that your leave becomes unpaid (e.g., you use up your available paid leave benefits), you will be required to submit monthly payments to the Human Resources Department by the 30th day of each month of your leave. If the payment is more than 30 days late, your health and other coverage may be terminated for the remainder of your leave.

In some cases, you may be offered COBRA or USERRA continuation coverage if you are gone from work long enough, or if we are not required by law to continue your benefits. If so, you will have to formally elect continuation in order to stay on the applicable insurance plans. See our COBRA Continuation Coverage or Military Leave policy for more information.

If you lose coverage or have elected COBRA during your leave, we will reinstate you as an active participant upon your return from leave, according to the terms of each plan. This may mean that you have reapplied and undergo underwriting for certain benefits, like life or cancer insurance. If we have chosen to pay your portion of the premiums on your behalf during your leave, you will be required to repay us any such amounts at the end of your leave.

Other benefits

Retirement contributions cease during any leave period.

Annual leave, sick leave, and other accrual-based benefits will cease accruing after 30 continuous days of leave not being paid directly by us. So, for instance, unpaid leave time, or leave periods that are being paid by third-parties (such as work comp or short-term disability) will result in the cessation of accruals after 30 days of leave. However, absences during which annual leave or sick leave is being used, or that are paid by us (such as jury duty), will not result in accrual discontinuation. Similarly, holiday pay will not be provided during any leave periods not being paid by us.

307 Family and Medical Leave

Effective Date: 05/07/2018

We grant up to 12 weeks (or 26 weeks, if leave is taken to provide care for qualifying family member injured during active military service) of family and medical leave during any 12 month period to eligible employees, in accordance with the Family and Medical Leave Act (FMLA).

Eligibility

In order to qualify to take family and medical leave under this policy, you must meet all of the following conditions:

- You must have worked for us at least 12 months (these 12 months need not have been consecutive);
- You must have worked at least 1,250 hours during the 12 month period immediately before the date when the leave would begin; and
- You must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or worksite. (If you have no fixed office or work out of your home, you will be treated as though you work in the office to which you report.)

Reasons for Leave

In order to qualify as FMLA leave under this policy, you must be taking the leave for one of the reasons listed below:

- The birth of a child;
- The adoption of a child, or the placement of a child with you for foster care;
- Your own *serious health condition*;
- To care for a spouse, child or parent with a *serious health condition*;
- Due to a *qualifying exigency* for the spouse, children, or parents of individuals who are on, or are about to be on, *covered active duty*; or
- To provide care for a *covered servicemember* with a serious injury or illness incurred or aggravated in the line of duty while on active duty.

Leave that qualifies for annual leave, sick leave, workers' compensation, short-term disability, or other wage replacement benefits may also qualify as FMLA leave and, if so, the time off will also be counted as FMLA leave. If you have questions about whether your leave may be covered under this FMLA policy, you are encouraged to consult with the Human Resources Department.

Duration of Leave

12 Weeks

For all FMLA covered leaves other than leave taken to provide care for a covered servicemember, if eligible, you can take up to 12 weeks of leave under this policy during any 12 month period. We use a rolling 12 month period measured backward from the date you use any leave under this policy to determine whether you exhausted your 12 weeks of leave. Each time you take leave, we will compute the amount of leave you have taken under this policy for any form of FMLA leave in the last 12 months and subtract that amount from your 12 weeks of available leave; the balance remaining is the amount you are entitled to take at that time.

26 Weeks

For all FMLA covered leaves taken to provide care for a covered servicemember, if eligible, you can take up to 26 weeks of leave under this policy during any single 12 month period. This single 12 month period begins on the first day you take FMLA leave to provide care for the covered servicemember. Any FMLA time taken for any other reason during this single 12 month period shall count against the 26 weeks of leave available to care for the covered servicemember. Similarly, any FMLA time taken to care for a covered servicemember shall count against the 12 weeks of leave available to you for any other reason.

Spouses

Spouses who both work for us are limited to a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition. Similarly, if you and your spouse both work for us, you are both limited to a combined total of 26 weeks of leave to care for a covered servicemember.

Employee Benefits During Leave

While you are on leave, we will continue your medical, dental, and other benefits during the leave period at the same level and under the same conditions as if you had continued to work. For information about premium payments during your leave, see our Impact of Leaves of Absence on Employee Benefits policy.

Use and Accrual of Paid and Unpaid Leave

FMLA leave is unpaid. However, we require that you use all available sick and annual leave during any FMLA leave, except where you are receiving worker's compensation, short-term disability, or similar wage replacement benefits.

Benefit accruals, such as annual leave, sick leave, will be suspended after 30 calendar days of continuous unpaid leave, and will resume upon return to active employment. Holiday pay will be suspended during any period of unpaid leave.

Intermittent Leave or a Reduced Work Schedule

In addition to taking leave in consecutive blocks of time, you may be allowed to take time off intermittently (i.e., reduced workweeks or reduced workdays) if needing leave for one of the following reasons:

- Your own serious health condition;
- The serious health condition of your spouse, parent, or child;
- To provide care for a covered servicemember with a serious injury or illness incurred or aggravated in the line of duty while on active duty; or
- Due to a qualifying exigency if you are the spouse, child, or parent of an individual who is on, or is about to be on, covered active duty.

To qualify for intermittent leave, you must show that the intermittent leave is medically necessary or related to a "qualifying exigency." If leave is taken on an intermittent or reduced leave schedule due to foreseeable leave needs (other than qualifying exigencies), we may temporarily transfer you to an alternative position with equivalent pay and benefits.

Certification of the Need for Leave

We may ask for certification to verify the need for leave for the reason requested by you. You must respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the leave. We may also require recertification during the leave to verify the status of the need for leave.
We may directly contact the healthcare provider or other third-party to verify and clarify information contained in the certification. You are responsible for signing or obtaining any authorization necessary to permit the healthcare provider or other third party to provide us with the required information.

We have the right to ask for a second opinion of a certification of a serious health condition. Should we choose to do so, we will pay for you to get a certification from a second healthcare provider, which we will select. If it is necessary to resolve a conflict between the original certification and the second opinion, we will require the opinion of a third healthcare provider. We (you and us) will jointly select the third doctor, and we will pay for the opinion. This third opinion will be considered final.

Returning From Leave

If you take leave under this policy, you will be returned to the same job you held when your leave began. If this is not feasible, you will be returned to a position that entails substantially equivalent skill, effort, responsibility and authority as the position you previously held. The only exceptions to this rule will be in circumstances of layoffs or reorganizations, where your position would have been eliminated even if you had not been on leave. You may be required to provide a fitness for duty assessment when returning from a leave of absence for your own serious health condition.

Procedure for Requesting Leave

When you plan to take leave under this policy, you must give us 30 days' notice. If it is not possible to give 30 days' notice, you must give as much notice as is practicable. If you are undergoing planned medical treatment, you are required to make a reasonable effort to schedule the treatment to minimize disruptions to our operations. If you fail to provide 30 days' notice of foreseeable leave, the leave request may be denied until at least 30 days from the date we received notice.

When you request leave under this policy, you must submit the request in writing to your immediate supervisor, with a copy to the Human Resources Department. Where the need for leave is not foreseeable, you must verbally notify your supervisor of the need for leave as soon possible, and follow our normal call-in procedures for unexpected absences. Failure to follow our normal call-in procedures under such circumstances will be treated like any other violation of our call-in procedures, and may result in discipline or termination, even though the leave itself may be covered by the FMLA. You may be required to confirm your need for FMLA leave in writing after giving verbal notice.

While on leave, you may be required to periodically report to us regarding the status of your intent to return to work.

Rights, Remedies, and Additional Information

Words that appear in italics or quotes in this policy are terms defined by the FMLA and we will rely upon those definitions in the law and regulations.

We fully comply with the provisions of the FMLA. Accordingly, if you have questions regarding this policy, contact the Human Resources Department. Further information on your rights and remedies under the FMLA can be located on our FMLA poster (which can be found in the break area), or online on the Department of Labor's website at: https://www.dol.gov/general/topic/benefits-leave/fmla.

308 Pregnancy-Related Conditions

Effective Date: 05/07/2018

We will not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Upon request, we will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with state and federal law. Depending on the accommodation requested, you may be required to provide medical substantiation of the need for accommodation. Similarly, if the requested accommodation would present an undue hardship to the performance of your position, we may not be able provide the accommodation.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to your medical incapacity (such as time off for bonding, pre-birth house

preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

309 Unpaid Personal Leave

Effective Date: 05/07/2018

We understand that there may be times where you will need to take a period of time away from work to fulfill personal obligations that are not covered by the other types of leave that we offer. With that in mind, we offer unpaid personal leaves of up to 45 work days in a year.

If you have a need to take personal leave, you should request as much advance approval from your supervisor as possible. The request must be in writing, provide the nature of leave, and the time requested. We may request documentation regarding your request as often as deemed necessary during the leave.

Please understand that we may not be able to grant your request for personal leave, as we will evaluate each request on a case-by-case basis. In doing so, we will consider a variety of factors, including input from your Department Head, current workloads, staffing levels, and your disciplinary status. Also, in most cases, personal leave may not be used to extend leaves of absence taken under other policies in this handbook.

If you take approved leave, you will be required to use any available paid time off as part of the approved period of leave (annual leave or sick leave, where applicable). For information about what happens to your insurance benefits, sick leave and annual leave accruals, and eligibility for holiday pay during leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

When a personal leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar available position for which you are qualified. However, we cannot guarantee reinstatement in all cases. If you fail to report to work promptly at the expiration of the approved leave period, or fail to communicate with us about your possible need for additional leave, we will consider you to have resigned employment.

310 Funeral Leave

Effective Date: 05/07/2018

If you wish to take time off due to the death of an immediate family member, notify your supervisor immediately.

If you are a regular full time employee, except those in Social Services, you may be eligible for the following amounts of paid bereavement leave:

- **Up to 32 consecutive working hours** for your spouse, parent, child, sibling; your grandparents or grandchildren, at the discretion of the Department Head.
- **Up to 16 consecutive working hours** for extended family, which includes your spouse's parents, siblings, and grandparents, foster parents, foster children, your child's spouse, or any other person you had a relationship with that is similar to any of the previously listed

individuals (i.e., aunts, uncles, etc.), at the discretion of the Department Head.

If you are a part-time employee, you may be eligible for leave, as outlined above, but on a pro-rated basis. Full time employees in the Social Services department receive the following leave:

- **Up to 24 consecutive working hours** for your spouse, parent, stepparent, child, sibling; your spouse's parent, stepparent, child, sibling; foster parent or foster child; grandparents or grandchildren.

Part-time employees may be eligible for pro-rated leave.

You may, with your supervisor's approval, use any available annual leave for additional time off as necessary.

Bereavement pay is only paid for hours for which you would normally have been scheduled.

311 Jury Duty

Effective Date: 05/07/2018

We encourage you to fulfill your civic responsibility by serving jury duty when summoned. While all employees are eligible to take jury duty leave, employees who have completed a minimum of 90 calendar days of service may request up to twenty (20) working days of paid jury duty leave over a calendar year.

Your jury duty pay will be calculated by multiplying your base pay rate times the number of hours you would otherwise have worked on the day of absence. We may also require you to sign over any compensation you may receive from the court for serving jury duty as a condition of receiving pay under this policy. If you take annual leave, you will not be required to sign over any compensation.

You must show the jury duty summons to your supervisor as soon as possible so that your supervisor may make arrangements to accommodate your absence. Of course, you are expected to report for work whenever the court schedule permits. Where court rules permit jurors to call in the night before to find out whether they have to come into the courthouse the next day, you may have to provide written confirmation from the court that you actually were called in on the day in question in order to be eligible for jury duty pay under this policy.

You or your supervisor may request an excuse from jury duty if, in our judgment, your absence would create serious operational difficulties.

For information about what happens to your insurance benefits, annual leave and sick leave accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

312 Witness Duty

Effective Date: 05/07/2018

We encourage you to appear in court for witness duty when subpoenaed.

If we subpoena you or otherwise require you to testify as a witness, we will pay you for the entire period of your witness duty.

If a third party has asked you to appear in court as a witness, we will provide you with sufficient unpaid leave to satisfy your witness duty. You are free to use any available paid leave benefit to receive compensation for the period of this absence.

Show the subpoena to your supervisor immediately after you receive it so that operating requirements can be adjusted, where necessary, to accommodate your absence. You are expected to report for work whenever the court schedule permits.

313 Military Leave

Effective Date: 05/07/2018

You are entitled to take military leave for any absences related to military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). We also comply with North Dakota Century Code 37-01-25 and 37-01-25.1. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

While all employees are eligible to take military leave, regular full time and regular part time employees who have completed a minimum of 90 calendar days of service may request paid leave for active duty assignments, as outlined below. Military leave pay will be calculated on your base pay rate times the number of hours you would otherwise have worked on the day of absence, up to a maximum of 8 hours per day.

- **Active duty assignments:** Up to twenty (20) days paid leave per calendar year. This includes training periods which are defined as active duty periods only. For leaves exceeding 30 days, or at our discretion, written confirmation of assignment to active duty will be required prior to activation, if possible, or post activation within two weeks of return to work. Any portion of leave exceeding 20 days will be unpaid and you may use any available annual leave for the absence.
- **Non-active duty training:** You may use annual leave during this period, request leave without pay, or request a schedule change if applicable to your job position. This includes training periods which are defined as non-active duty periods only.

For information about what happens to your insurance benefits, annual leave and sick leave accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy.

If you are on military leave for up to 30 days, you are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If you are on longer military leave, you must notify us of your intent to return, in accordance with USERRA

and all applicable state laws.
When you return from military leave, you will be placed in the position you would have attained had you remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service.

Contact the Human Resources Department for more information or questions about military leave.

314 Benefits Continuation (COBRA)

Effective Date: 05/07/2018

A federal law called COBRA allows you, your spouse and/or dependent children to continue health insurance coverage under our health plan when a "qualifying event" occurs. Some common qualifying events are resignation, termination of employment, a reduction of hours or a leave of absence, death, divorce, and a dependent child's loss of eligibility. Ordinarily, you may continue your health coverage for up to 18 months if you lose coverage as a result of a qualifying event.

If you, your spouse and/or dependents continue coverage under COBRA you must pay the full cost of coverage at our group rates plus any applicable administration fee of up to 2%.

We will provide you with an important written notice describing your rights and obligations under COBRA. Please read the notice.

315 Workers' Compensation Insurance

Effective Date: 05/07/2018

We provide a comprehensive workers' compensation insurance program at no cost to our employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance may also provide wage replacement benefits after a short waiting period.

If you experience or witness a work-related injury or illness, you must tell your supervisor immediately even if the injury or illness seems minor.

You have a right to report all work-related injuries and illnesses. Reporting the injury or illness timely will enable an eligible employee to qualify for coverage under our workers' compensation insurance program as quickly as possible. We will not discriminate or retaliate against you for reporting work-related injuries or illnesses. However, failure to promptly report workplace injuries or illnesses may result in discipline, up to and including termination of employment.

You may use accumulated sick leave, followed by accumulated annual leave, while receiving workers' compensation benefits. However, you will only receive the difference between your workers' compensation benefit and your gross salary, and leave banks will be deducted only for the proportion of hours paid out. The combination of paid leave and workers' compensation

benefits shall not exceed your gross salary. Please send a copy of your workers' compensation check to Human Resources so your salary may be adjusted accordingly. If you have exhausted all paid leave, you must request an unpaid leave of absence.
In general, we will make reasonable efforts to make accommodations and find light duty work if you suffer a work injury. However, we reserve the sole discretion to determine when light duty work is available. Where such work is possible, we will make sure the work provided stays within the restrictions established by your doctor. Similarly, if you return to a light duty position, you must agree to work within those restrictions, and are forbidden from working beyond them. If you turn down a light-duty or alternative work position, you may lose your ability to receive wage replacement from our work comp insurance company. Light duty assignments will be reviewed every 30 days.

If you are unable to perform the regular functions of your job due to a work injury, you may be required to notify the Department Head and Human Resources in writing regarding the nature and extent of your disability and the reason you are unable to perform the job duties. We will also require a doctor's report with a diagnosis, current treatment plan, expected length of disability, and any work restrictions. We may require an independent evaluation, at our expense, to verify medical information.

316 License Fees

Effective Date: 05/07/2018

If a professional license or certificate is required for the performance of your job duties, then we will pay the following license fees:

- 100% of the license fee if you are full-time.
- pro-rated share of the license fee dependent on your part-time hours if you are part-time.

For purposes of this policy, a determination as to full-time or part-time will be made as of the start of the calendar year.

We will pay dues in a single state/national association for each department, as approved in the annual budget.

317 Retirement

Effective Date: 05/07/2018

All new non-elected employees employed twenty hours or more per week, for more than five months per year, are required to participate in the North Dakota Public Employees Retirement System (NDPERS). Elected officials may apply for membership.

We pay a portion of your gross monthly salary on your behalf, if eligible. You must contribute a percentage on a pre-tax basis. NDPERS provides for invested retirement benefits after three years of service.

The NDPERS Portability Enhancement Provision (PEP) allows vesting in our contribution if you participate in an approved pre-tax Deferred Compensation Program. This means that if you leave employment and do not wish to draw a pension, you have the opportunity to take both your contribution and our contribution out of the NDPERS system.

If you terminate employment prior to being vested (three years), you may be required to receive a refund. If you terminate employment after becoming vested, you should work with Human Resources and NDPERS.

If you are a temporary or part-time employee employed less than 20 hours per week, you can elect to participate in NDPERS. You shall make monthly payments in an amount equal to the applicable percentage as defined times the present monthly salary to the fund. You may continue to participate as a temporary or part-time employee in the public employee's retirement system until termination of employment or classification as a standard employee.

Refer to the appropriate North Dakota Public Employees Retirement System handbook for more details.

If you began employment prior to the mandatory date (May 1971) for NDPERS enrollment, you are not required to participate in NDPERS. At that time, you had the option to enroll under the NACo Deferred Compensation Program. Under NACo, we contribute a portion of your gross monthly salary as a benefit.

Elected officials may choose to participate in either NDPERS or NACo.

318 Deferred Compensation

Effective Date: 05/07/2018

Deferred Compensation is a tax-deferred supplemental retirement program that allows you to contribute a portion of your salary before taxes to a retirement account. You can defer pre-tax earnings (subject to limitations set annually by the IRS) into a tax sheltered retirement account. You may also choose to participate in a Roth 457 plan, in which the amount is taxed at the same time it is taken out of your paycheck. Check with the Human Resources Department for current IRS limits.

This is a voluntary program for standard employees. Your contributions are 100% vested at all times. You may discontinue or change your contributions at your discretion.

Because your contribution is automatically deducted from pay before federal and state tax withholdings are calculated, this program allows you to save tax dollars now by having your current taxable amount reduced. Deferred income is taxable upon receipt of the benefits.

Contact the Human Resources Department for more information about the deferred compensation program.

401 Timekeeping

Effective Date: 05/07/2018

In order to properly calculate your pay and benefits, federal and state laws require us to keep an accurate record of all time you work, no matter how small the increment. As a result, it is your responsibility to record all of the time you spend working. However, elected officials are not required to keep time records.

Time worked is all the time actually spent performing assigned duties, including work performed away from our workplace, such as at job sites, or from your home. In general, work should not be performed outside of our workplace, unless doing so is specifically required for your position, or you have received advance approval from your supervisor.

If you are non-exempt, you should accurately record the time you begin and end your work, as well as the beginning and ending time of each meal period. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. You must obtain your supervisor's approval before performing any overtime work. If you are exempt, you must keep accurate records of any leave periods, including annual leave or sick leave.

You may be subject to disciplinary action, up to and including termination of employment, if you alter, falsify, or tamper with time records, or record time on another employee's time record.

You should report to work no more than 7 minutes prior to your scheduled starting time. You should not work more than 7 minutes after your scheduled stop time without first obtaining your supervisor's consent.

You are responsible for verifying the accuracy of all time you record. Your supervisor will review and then certify your time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes to the time record.

402 Paydays

Effective Date: 05/07/2018

You are paid monthly on the last day of the month. If you are exempt or non-exempt salaried, your paycheck will reflect pay for the entire calendar month, less any annual leave, sick leave, or compensatory time entered prior to the 15th of the month. If you are part-time hourly, your paycheck will include all earnings for all work performed through the 15th of each month. Seasonal employees may have an alternate pay method.

You must have your paycheck directly deposited into a bank account of your choice. You will receive an itemized statement of wages on the last day working day of each month. However, your first paycheck and final paycheck upon termination will be actual checks.

403 Pay Corrections

Effective Date: 05/07/2018

We take all reasonable steps to ensure that you are correctly and promptly paid. However, mistakes sometimes happen, so we encourage you to carefully review your pay statements.

If you notice an error in the amount of your pay, bring the discrepancy immediately to the attention of the Human Resources Department so that corrections can be made as quickly as possible.

If we discover an error in the amount of your pay, we will correct it using appropriate means. For example, we may recoup overpayments from future pay.

404 Deductions from Pay

Effective Date: 05/07/2018

The law requires us to make certain deductions from your pay. We must deduct applicable federal, state, and local income taxes. We also must deduct Social Security taxes on your earnings up to a specified limit that is called the Social Security "wage base." We match the amount of Social Security taxes paid by each employee.

From time to time, we may be required to make deductions to pay off a debt, loss, or other obligation you may owe to us or to a third party (such as garnishments, liens, or child support orders). In such cases, you may be required to sign a payroll deduction authorization form and/or enter into some other sort of pay back or reimbursement agreement during the course of employment or at the time you separate employment from us, regardless of the reason for separation.

Upon recommendations from your Department Head, the Human Resources Department, and the Auditor, we may authorize deductions for equipment needed to function in your position. This relates to equipment used exclusively for work purposes. The initial purchase of equipment will be made by us and we'll maintain ownership until repayment through payroll deduction is complete. You will need to sign a payroll deduction authorization form prior to receipt of the equipment.

We offer various programs and employee benefits beyond those required by law. If eligible for such programs and/or benefits, you may voluntarily authorize deductions from your paychecks to cover the costs of participation.

Additionally, if you are an exempt employee, deductions from your regular salary may be made under the following circumstances:

- Absences from work for one or more full days for personal reasons other than sickness or disability;
- Absences of one or more full days due to sickness or disability if the deduction is made in accordance with our Annual Leave/Sick Leave Policy;
- To offset amounts you receive as jury or witness fees, or for military pay;

- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- Days not worked during your initial or terminal week of employment;
- Penalties imposed in good faith for infractions of safety rules of major significance; or
- For any increments of time taken as unpaid leave under FMLA.

We will make sure that any such deductions will be in full compliance with the wage and hour regulations under the Fair Labor Standards Act (FLSA).

If you have questions concerning why deductions were made from your paycheck or how they were calculated, ask your supervisor for assistance.

405 Acting Pay

Effective Date: 05/07/2018

If you are temporarily assigned for non-training purposes to a classification with a higher pay range for more than four (4) consecutive normal work weeks, you will be paid at the entry or minimum level of the higher classification, or 5% above current salary, whichever is greater. All such requests must have the approval of the Commission.

406 Wage and Salary Administration

Revised Date: 05/07/2018

We maintain a wage and salary administration system for all employees. Annually, as part of the budget development cycle, the Board of County Commissioners shall set the specific structure for pay administration plan based on our financial condition, changing personnel needs/concerns that are identified through Department reviews, and the changing community pay standards. The Commission may choose to distribute salary adjustments based on cost of living increases, merit, changes in the grades/classification, and/or changes in community salary standards.

Every three years, we will conduct a comprehensive system review that includes both a review of all positions and a market study to determine the base for our salary scale. Between studies only special adjustments will be considered based on documented significant changes.

Each Department Head is accountable to forecast and control salary expenditures within the approved annual salary budget. Salary adjustment increases outside the annual pay administration schedule shall be initiated by the request of the Department Head, approved by the County Commission and administered by the Human Resources Department.

Overview of the Classification System

All positions have been assigned a Decision Band Method (DBM) rating by our professional consultant. These ratings are the current structure for the pay and classification system. A Position Analysis Questionnaire (PAQ) or Position Information Questionnaire (PIQ) for Social

Services is filed in the Human Resources Department for all standard positions. These positions will all be assigned a position number. You will be asked to complete a PAQ, which will be reviewed by your supervisor and your Department Head. Each PAQ/PIQ designates essential functions according to the Americans with Disabilities Act.

Certain designated positions have specific training and/or experience requirements related to their DBM rating/classification. If you meet those specific requirements, your position classification (DBM rating) is adjusted. Currently, this policy applies to Sheriff's Staff, State's Attorneys, and Social Services financial workers. The specific criteria for each position's adjustment procedures are as follows:

SHERIFF'S STAFF

CORRECTIONAL OFFICER I (New Employee)

This position is entry level with no experience and is not of deputy status. This position is responsible to Jail Shift Commander.

A. DUTIES

1. Abide by all jail rules.
2. Issue clothing and bedding.
3. Monitor inmate conduct and maintain jail security.
4. Perform other duties as assigned with general supervision.

B. MINIMUM QUALIFICATIONS

1. Must pass physical and psychological exam.
2. Must meet and pass all department requirements.

CORRECTIONAL OFFICER II & III

This position may be of limited deputy status and shall have acquired the necessary Correctional schools required to be certified. This position is responsible to Jail Shift Commander.

A. DUTIES

1. Abide by all jail rules.
2. Issue inmate clothing and bedding.
3. Assist in completing booking entry, personal descriptions, property envelope, and fingerprinting.
4. Conduct criminal check on inmates and checks department files for warrants or other charges.
5. Monitor inmate conduct and maintain security.
6. Insure safety of jail visitors.
7. Assist in prisoner releases and complete necessary release forms.
8. Perform routine duties as assigned with general supervision.

Limited Jail Deputies will wear the uniform while on duty only and may carry an issued weapon while on duty outside the jail. Limited Deputies are empowered to enforce court orders or laws pertaining to prisoners within the confines of the jail or while guarding or transporting prisoners.

Correctional Officer III's may be asked to fill field patrol deputy shifts on an as-needed basis.

B. MINIMUM QUALIFICATIONS

1. FULL-TIME EMPLOYEE: Must meet and pass all state and department requirements. Must be proficient in use of all assigned equipment. Must be certified to do CPR. Attend training as required.

2. PART-TIME EMPLOYEE: Must meet and pass all state and department requirements. Must be certified to do CPR. Attend training as required.

REGULAR OR LIMITED DEPUTY POSITIONS JAIL

DEPUTY/CORPORAL

This position shall be of regular deputy status and have completed the Law Enforcement basic training required of regular deputies. This position is responsible to the Jail Sergeant.

A. DUTIES

1. Abide by all jail rules.
2. Process prisoners brought into the jail.
3. Issue inmate clothing and bedding.
4. Complete booking entry, personal characteristics, property envelope, and fingerprinting.
5. Conduct criminal check on each inmate and check department files for warrants and other charges.
6. Monitor inmate conduct and maintain jail security.
7. May transport prisoners to various destinations, such as court, the hospital, or state institutions, and provide security in court, hospitals, and other sites where prisoners are held.
8. Serve meals and administer prescribed medication to prisoners.
9. Administer prisoner commissary.
10. Insure safety of jail visitors.
11. Supervise visits from relatives, friends, attorneys, ministers, counselors, and probation personnel.
12. Process prisoner releases and complete necessary release forms.
13. Supervise clean-up and maintenance duties as required.
14. Perform routine daily tasks with general supervision.

B. MINIMUM QUALIFICATIONS

Must meet and pass all state and department requirements. Must hold ND Peace Officer License and be proficient in the use of all assigned equipment. Must be certified to do CPR.

STATE'S ATTORNEYS

SENIOR ATTORNEY

This is a professional position for attorneys with at least one year experience in a prosecutor's office. Although occasionally an experienced prosecutor may be hired into the Senior States Attorney classification (DBM D62A), typically this position will be a natural progression from the Attorney I classification (DBM C44). It is intended that new hires with no relevant experience would enter as an Attorney I and progress in salary via annual professional adjustments to the entry level of Senior Attorney when recommended by the State's Attorney and following a satisfactory performance appraisal. Thereupon, they would immediately be reclassified as a Senior Attorney. Years of service are cumulative.

SOCIAL SERVICES - FINANCIAL WORKERS

FINANCIAL WORKER I

Occasionally, Social Services is unable to recruit an individual employee who meets the minimum requirements for the position (one year of specific job-related experience). At that time, the position will be underfilled at the Financial Assistance Specialist level (B22) until the employee meets the minimum qualifications of a Financial Intake Representative (B23).

Policies for Adding New Positions

Prior to the addition of any positions, the Department Head will be responsible for writing a PAQ describing the proposed duties and recommending a DBM rating/classification and title to the Human Resources Department, which will also review and concur or disagree. The Human Resources Department and Department Head will then present a recommendation(s) to the Personnel Overview Committee.

Department Heads must submit PAQs for new regularly budgeted positions for review by 5:00 PM on the 1st Monday of April of each year. If a position is added in the middle of the year, a temporary DBM rating/classification will be assigned by the Personnel Overview Committee with full review by our professional consultant as part of the annual review process, if needed.

The PAQ and recommendation will be reviewed by the Personnel Overview Committee:

1. If the position is similar to an existing position, a DBM rating/classification title may be assigned by the Personnel Overview Committee, if there is agreement with the department head's recommendation.

2. If the position is not similar to an existing position, the Human Resources Department will review the information to ensure that it is complete, and then submit it to the County's professional consultant for assignment of a DBM rating and classification/title.

Re-Classification Procedures

In the event there is a permanent and significant (more than 25%) change in duties, you or your immediate supervisor may request a re- classification. Re-classification requests will require that a current PAQ be submitted with written documentation from you and the Department Head stating the reasons for the request with a list of similar positions. Re-classification requests will be considered once each year prior to budget preparation. Requests must be submitted no later than the first Monday in April of each year to the Human Resources Department.

All reclassification requests will be reviewed by the Personnel Overview Committee to ensure that all relevant information is provided and to identify other positions that could be affected by the positions. The Personnel Overview Committee will then send all material to our professional consultant for final recommendation.

Re-classifications will then be appropriately budgeted for and will become effective the first of the following year, unless there is an emergency reason for immediate change.

If a position has been re-classified at a higher grade, your salary will be placed at least at the minimum of the range. If your position is reclassified to a lower grade because re-evaluation indicates reduced duties, no salary reduction should occur. If your salary is above the maximum of the new grade:

1. No new salary increment or general structure increases will apply until the maximum for the new grade equals or exceeds your salary.

2. If there has not been a substantial change in duties, classification review can only be done as part of the overall structure review (every three years) or once per position between comprehensive reviews.

Starting Salary/Promotional Adjustments

New employees, other than seasonal employees, are generally hired at the minimum of the salary range. Seasonal employees are paid at 92% of the full DBM salary. New employee salaries will commence on the first day of actual work.

In some unusual instances, employees may be hired above the minimum of the salary range. Justification for hiring a new employee at a step above the minimum includes but is not limited to:

1. Market conditions that create recruitment difficulties for certain skill sets.

2. Availability of a candidate whose qualifications significantly exceed the position's minimum qualifications if it is determined that it is in the County's best interest to hire the exceptionally qualified candidate over other candidates that meet the minimum qualifications.

3. Consideration should be given to maintaining internal equity within the department.

4. Department heads may hire new employees at step 2 through 5 with the approval of both the County Administrator and Portfolio Commissioner. In the event that either or both the County Administrator and Portfolio Commissioner are not in agreement with the department head request, the department head may request that the matter be placed on the Commission agenda for consideration by the entire board. Hiring above step 5 must be approved by the full County Commission. Requests to hire above step 5 will be submitted by the department head to the Human Resources Office with written justification. The County Administrator will forward the request to the County Commission with a disposition recommendation. All requests for hiring a new employee above a step 1 must be done at the time of hire and will not be considered retroactively.

Starting step for appointed Department Heads will be determined by the County Commission.

The starting salary for newly elected officials will generally be the minimum of the County pay scale for that position. Salaries for County Commissioners shall be established at the rate allowed by state law.

In recognition of increased duties and responsibility, if you have been promoted, you will be granted a salary increase to the first even step that is at least 5% over the current salary, assuming that this promotional adjustment does not adversely impact any other employees by creating an internal inequity. If an inequity among employees within a DBM rating will be created by a 5% adjustment, the Department Head and the Human Resources Department will recommend a fair salary adjustment using the criteria established in the starting salary policy.

Lateral Transfers

If you are transferred or you transfer to a class of comparable value or worth as determined by the DBM rating method, you will not receive an adjustment in pay, and your status date will not change.

Salary Increases

All salary increases are contingent on satisfactory performance of assigned duties and responsibilities as documented through annual performance evaluations and subject to County Commission approval. Employment status date will change.

501 Safety

Effective Date: 05/07/2018

To assist in providing a safe and healthful work environment for our employees, customers, and visitors, we have established a workplace safety program. This program is a top priority. The County Administrator has responsibility for implementing, administering, monitoring, and evaluating the safety program. Everyone here must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries.

We provide information to you about workplace safety and health issues through new hire orientation and regular internal communication channels such as bulletin board postings, newsletters, or other written communications. We also provide more formalized periodic workplace safety training, where necessary. The training covers potential safety and health hazards, as well as specific workplace practices and procedures to eliminate or minimize hazards. Everyone is expected to be familiar with our safety, fire prevention and disaster programs and the role each of us may play.

Employee Conduct and Responsibilities

You are expected to perform the functions of your position in a safe manner. We are only truly efficient when high productivity is achieved with safe work habits. No job is so important, nor any service so urgent, that time cannot be taken to perform the work safely. The use of proper safety devices and tools and equipment and wearing appropriate clothing and footwear is essential.

Horseplay at work is inappropriate. No matter how playful or well intentioned, horseplay is by its nature unpredictable, and may inadvertently result in accident, injury, or unsafe conditions. As a result, anyone engaging in horseplay may be subject to discipline, up to and including termination of employment.

You are expected to take ownership of your surroundings, to obey safety rules, and to exercise caution in all work activities. This includes being familiar with and observing all rules and policies for health, safety, and preventing injuries while at work. You must immediately report any unsafe condition or near miss to the Department Head. In the event of an injury to a visitor, you should find proper assistance and follow established incident reporting procedures for that Department. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, immediately notify the Department Head or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

502 Work Schedules & On Call

Effective Date: 05/07/2018

Work schedules vary throughout our organization. Your typical work week, except for designated law enforcement personnel in the Sheriff's Office), will be 40 hours. Our work week starts at 12:01 a.m. on Saturday through midnight on Friday. Your supervisor will normally determine your work schedule, as well as any variations from week to week. For those employees performing work in the office, office hours are usually 8:00 a.m. - 5:00 p.m. Some

employees may be asked to be "on call" periodically. Department Heads may establish adjusted work hours, such as summer flex time, providing all County offices remain open between 8 a.m. – 5 p.m. Monday – Friday and the departments are sufficiently staffed to handle the needs to the public and other County offices.

Staffing needs, operational demands, and individual workloads may necessitate variations in starting and ending times, as well as variations in the total hours that may need to be worked each day and week. This can be particularly true if you are an exempt employee, since although you are normally expected to be available during our core business hours and work at least 40 hours per week, you may find that the job you are performing requires additional time over and above the regular work week.

In certain circumstances, job-sharing between two part-time employees (assigned to the same job equivalent to a one full-time employee) may be permitted. A Department Head must authorize the arrangement and there is an expectation of continuity of work. The position would be assigned one work station, which would be shared between the individuals job-sharing.

On Call

The following departments may require on-call status from time to time: Information Technology, State's Attorney, Sheriff, Social Services, Buildings and Grounds.

If you are on-call, you are required to be available to provide a specific essential County function outside of your regularly assigned duties or work schedule. If you are non-exempt and on-call, you will receive, at the discretion of the Department Head, either:

a) An additional salary base of $100.00 for each week served on-call. Where this coincides with a paid holiday, you will receive an additional salary base of $100.00 for that week. You will be paid for actual time worked (excluding travel time) at the appropriate FLSA rate dependent on your weekly work schedule, but will be paid a minimum of two (2) hours of pay for each call that requires you to travel to work; or

b) Four (4) hours of compensation time for each week on-call and four hours for each County paid holiday worked. You will be paid for the actual time worked.

Exempt employees will not receive additional pay for being on-call, but you may receive time off at the discretion of the Department Head.

As a non-exempt employee, if you are called back to work for an emergency, and you are not otherwise on call, you will be entitled to pay according to the FLSA and your weekly work schedule. You will be paid a minimum of three hours pay or comp time.

503 Emergency Closings

Effective Date: 05/07/2018

On occasion, we may close down for emergencies or extreme weather.

Unless an emergency closing is announced, we expect you to report to work in a timely manner and in accordance with applicable policies. In the event of inclement weather, use your own discretion in deciding whether you can commute safely to work. You should follow the call-in and notice procedures set forth by the Department.

Decisions to Close and Communication

In the event of hazardous weather or emergency closings, the Sheriff or his designees may delay opening of County offices or announce an early closing. Where it appears that closure of County offices for the full day is prudent, the Sheriff or his designee will contact at least two Commissioners, one of whom shall be the Chairman or Vice Chairman if available, and upon their concurrence, the Sheriff or his designee may close County offices. When the Sheriff has delayed opening for the day, he shall notify local media prior to 6:30 a.m. Information shall also be posted on the County website. You are responsible for obtaining the information regarding inclement weather and emergency closings. The County storm line phone number is 241-5880.

For protection and safety reasons, you are not allowed to work at County offices during any periods of closure unless work has been approved by your Department Head.

Leave Use and Compensation

If we decide to close prior to the start of the workday, including for inclement weather, you will typically be paid for the day, except for hourly employees, who may use annual leave. If you were scheduled to be off, you will not be entitled to any change in compensation. Where you are required to work and the County is closed, you may receive compensatory time, at the discretion of your Department Head.

Where the decision is made to close during the workday, you will receive full pay if you have worked all the hours the County was open during that day. Otherwise, you may be required to use annual leave. If the work day is less than five hours, no lunch breaks are allowed.

If we decide to stay open, but you choose not to work, you must use any annual leave. If you do not have annual leave available, you must take the day unpaid.

504 Smoking

Effective Date: 05/07/2018

In keeping with our intent to provide a safe and healthful work environment, we prohibit smoking in all of our County facilities and vehicles.

If you smoke, you will not be permitted any greater number of breaks than those who do not. As a result, you should only smoke or use tobacco products before or after work, or during designated breaks or meal periods. North Dakota law requires smokers to be at least 20 feet away from building entrances and exits.

505 Rest and Meal Periods

Effective Date: 05/07/2018

If you are an hourly and/or nonexempt employee, you will usually be provided with one unpaid meal period, with the length determined by the Department Head. In general, shifts exceeding five hours of work require a minimum of 30-minute uninterrupted break between the 3rd and 5h hour. If you choose, exceptions may be made if also approved by the Department Head. Hourly and/or nonexempt employees usually are provided two paid rest periods of 15 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods.

Nonexempt employees are generally required to take an unpaid 30 minute meal period, and are not permitted to perform work during this time (unless specifically authorized by a supervisor). Similarly, you are strongly encouraged to take your breaks, and not to perform work while on break. Typically, you are not allowed to combine your breaks, take them with your meal periods, or use them to leave early with pay. Since break time is counted and paid as time worked, you must not be absent from your work stations beyond the allotted rest period time.

506 Breaks for Nursing Mothers

Effective Date: 05/07/2018

We provide reasonable unpaid break time each day to employees who need to express breast milk for their infant children. Break time under this policy runs concurrently with any meal and/or break times that may already be provided.

We provide a private area where employees may express milk. This area will comply with both federal and state law.

This policy may not apply when you are at customer or job sites, since we will have little ability to control the availability of private and secure locations for the expression of breast milk.

To ensure you are accommodated under this policy if you have a need to express milk, you must contact your supervisor or Department Head to make the necessary arrangements.

507 Overtime & Compensatory Time

Effective Date: 05/07/2018

Overtime hours are sometimes necessary when our operating requirements or other needs cannot be met during regular working hours. Sometimes overtime may be necessary for a group of employees due to workload and project needs, while at other times individual employees may have a specific need to work extra hours. Regardless, you must receive prior approval from your supervisor or Department Head before working any overtime.

You may request compensatory time off by requesting leave from your Department Head. Leave will typically be granted, subject to Department Head's discretion and the department being appropriately staffed so as not to unduly disrupt operations. You must use compensatory time before using any accrued annual leave.

Non-exempt employees

We pay overtime compensation to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked, and will be paid for time worked over 40 hours in the workweek. If you work in the Sheriff's Office and are engaged in law enforcement activities, you typically receive overtime only after working 171 hours in a 28-day cycle. Time off on annual leave, holidays, or any leaves of absence will not be considered hours worked for purposes of performing overtime calculations. We define the workweek as the seven-day period starting at 12:01 on Saturday morning, and continuing through midnight the following Friday.

When you work overtime, you shall be paid 1½ times your regular rate of pay for all overtime hours or you can take compensatory time at a rate of 1½ hours for each hour of overtime worked. You shall select a method of compensation at the time you begin working for us, which will stay in effect until a new authorization is submitted to the Department Head. Changes will only be processed once per year in January. In the event no election is made, you will receive payment. Where the County declares a disaster, all overtime accrued subsequently will be paid out (as opposed to accruing compensatory time).

You may accrue up to a maximum of 12 hours of compensatory time (18 compensable hours). Any hours earned in excess of these maximum limits must be paid as overtime. This accrued compensatory time must be used by December 15th each year. Any unused time after December 15th will be paid out. Any overtime accrued after December 15th will be used in the following calendar year.

Exempt Employees

Exempt employees typically are not eligible for overtime. However, you may occasionally be rewarded compensatory time by Department Heads. In addition, when the Commission officially declares an emergency, you will receive overtime under this policy. Use of compensatory time is subject to this policy.

You may not accrue more than 160 hours of compensatory time and must use all accrued time by the end of the calendar year or forfeit any such remaining hours. When you leave our employment, you will not receive cash payment for any unused compensatory time.

508 Use of Vehicles and Equipment

Effective Date: 05/07/2018

As part of your job, you may be expected to use certain types of equipment, or drive for work purposes. In order to reduce the risk of damaging equipment, or causing harm to yourself or others, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines, when using our property or equipment, or while driving for work purposes.

You must keep any work vehicle clean that you may drive. Please notify a supervisor if any equipment, machines, tools, or vehicles need repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others.

Supervisors can answer any questions about your responsibility for maintenance and care of equipment or vehicles used on the job.

Please use credit cards issued for purchases of fuel from the appropriate County vendor. Purchase orders will be utilized for parts, and emergencies such as batteries, or tire repair necessary for operation of the vehicle.

You must obey all traffic laws and all safety rules concerning the safe operation of motor vehicles while driving our vehicles or driving your own vehicles for work purposes. In particular, you must refrain from reading or sending e-mails, text messages, and/or instant messages, searching or scrolling for audio, and accessing the Internet from your cell phones or other wireless devices while operating a motor vehicle at any time the vehicle is in motion, part of traffic (e.g., while sitting at a stop sign or stop light), or is anything other than parked. In addition, if you must make or receive a call while driving for work purposes, pull off the roadway and park your vehicle for the duration of the call, or limit your conversation to the minimum time necessary and utilize a hands-free device.

You must participate in defensive driving course prior to operating a County vehicle, every 3 years thereafter, or any time you are in an accident. You must have a valid driver's license, which you should have at all times you operate a vehicle. Do not place unauthorized bumper stickers or equipment in our vehicles.

We will not pay the costs of any parking tickets or traffic violations that you incur. In the event of overweight fines, you may be responsible for the first $50. If you drive your own vehicle for work purposes, you must adequately insure the vehicle, and provide us with proof of insurance upon request. For insurance purposes, we may occasionally check your driving record, and if you fail to meet our standards, your driving privileges will be revoked.

You are expected to use our property, including our vehicles, for business use only and not personal use. Occasional personal use while traveling for work purposes may be permitted. Do not transport hitchhikers. Non-employees such as guests or family members may be passengers if reasonable to transport them. However, our insurance may not cover their transportation.

In the event of an accident, you are required to immediately report the accident to your Department Head and, if directed, obtain a police report. An accident form must be completed and filed with the Auditor for insurance purposes.

509 Lobbying

Effective Date: 05/07/2018

Anyone, other than an elected official, who is involved in lobbying at the State Legislature, in a personal capacity, shall take annual leave for such activities unless such lobbying has been approved by the County Commission. If the Commission is not in session, such lobbying shall be approved by the Commissioner holding that portfolio and reported at the next Commission meeting.

510 Business Expenses and Reimbursements

Effective Date: 05/07/2018

We will reimburse you for reasonable business expenses you incur while performing work, including expenses incurred while travelling for work purposes. The reimbursement rate is set by the County Commission and follows the state reimbursement rate or the federal reimbursement rate, whichever is greater. All business travel must be approved in advance by your Department Head.

We reimburse the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing your job duties. You must limit all such expenses to reasonable amounts. We will provide per diem for meals when you are away from your normal place of employment for a minimum of 4 hours. However, meals within the County, while attending formal meetings required by your Department Head, or attending conferences directly related to work, and you are restricted from leaving the conference or meeting, will be reimbursed. You cannot claim a meal for reimbursement if it was provided to you or if you were not away from your normal work location for at least 4 hours. Reimbursement for in-county meals will be at the actual expense, not to exceed the state rate.

You should submit completed expense reports within 60 days of incurring the expense or by December 31, whichever is sooner. Reports must include receipts for each separate expense, other than for meals, which will be paid for using the per diem. For those submitting expense vouchers, expenses shall not be reimbursed by any other governmental agency or business. Payment of travel expenses over $100 will be reimbursed as soon as vouchers are processed. Payment under $100 will be made monthly.

If you can save substantial transportation costs by incurring additional meals/lodging, you were encouraged to travel at the lowest overall cost. If you choose to travel in an alternative method, you are responsible for payment of the difference of any cost and any additional travel time must use accrued annual leave.

If you travel for business purposes and are accompanied by family, a spouse, or a significant other, you are responsible for any costs associated with your travel companions.

Contact your supervisor for guidance and assistance on procedures related to expense reports, reimbursement for specific expenses, or business travel issues.

Training Time

All time spent in training that is required and approved by your supervisor is considered as time worked for non-exempt employees. Travel to and from such required training will be compensable if located outside the Fargo/Moorhead area.

511 Visitors in the Workplace

Effective Date: 05/07/2018

To provide for the safety and security of you and your coworkers, only authorized visitors are allowed in certain areas of the County. For purposes of this policy, visitors include all non-employees, including family members. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards your welfare, and avoids potential distractions and disturbances.

All persons, with the exception of law enforcement and those who have County identification badges are subject to screening when entering the Courthouse or Annex. The hours of regular security operation in the Courthouse and Annex are 8:00 a.m. through 5:00 p.m. Monday through Friday. You must escort visitors conducting business with you after hours through the facilities.

If an unauthorized individual is observed on our premises, immediately notify your supervisor or, if necessary, escort the individual to the security area.

512 Phones and Electronic Devices

Effective Date: 05/07/2018

Whether it's using our phones or your own electronic devices, we know that you may occasionally want to text, make/take phone calls, and otherwise use them for personal purposes. Where possible, any such use should be confined to nonworking times such as breaks or meal periods, and should not interfere with your ability to effectively perform in your position, or distract your coworkers. With this in mind, cell phones and other electronic devices should generally be shut off during times you are working, and kept out of designated work areas, unless carrying such a device is necessary for work purposes, or prior approval has been obtained.

513 Electronic Communication Devices & Services

Effective Date: 05/07/2018

We provide computers, e-mail and Internet access to assist you in completing your work, improving your efficiency and obtaining work-related data and technology. We have established the following guidelines to help ensure responsible and productive computer usage.

Definitions

Electronic communication devices include desk phones, cell phones, computers, laptops and tablets, copiers, printers and other peripheral devices. Electronic communication services include local and long distance calling, voicemail, e-mail, instant messaging, software applications, tablet and cell phone apps, file storage systems such as SharePoint or OneDrive, network shared or personal drives and Internet access. This non-exhaustive list of technology devices and services is meant to include all forms of electronic communications, devices and services provided by us. As new technologies are obtained and implemented, those items will also be included in this policy

All electronic communication devices and access to network services furnished to you to do your job are our property, and are intended for business use. As a result, you have no right to privacy for any uses, business or personal, to which you may put the electronic communication devices and services we have provided. We reserve the right to monitor any and all use to which our electronic communication devices and services may be put, regardless of whether the use is personal in nature, or occurs during non-working times, such as breaks or meal periods.

Personal Use of Electronic Devices and Services

While electronic communication devices and services are intended for job-related activities, incidental and occasional personal use may be permitted within reasonable limits. The personal use of electronic communications devices and services shall NOT be a substitute for keeping your business and personal e-mail, files, videos, movies, pictures and internet activity strictly separate. As such, all personal related email, files and digital media shall be conducted or stored on personally owned email accounts, devices or online services.

Do not use your County provided email or website addresses for personal use to register or subscribe for any service, including but not limited to any social media sites, online newsletters or journals, personal finance websites, public or private schools, religious or sporting activities, health services, household bills and utilities, hotel and travel sites or any online shopping or shipping services without prior approval from the IT Department.

We strictly prohibit using our Internet services for the personal use of streaming video, audio, internet radio or music and using electronic devices or services for the storage, viewing or playing of personal pictures, videos, music and other personal files. Do no connect personal cell phones, IPods, other music players or playing of CD or DVD discs on county owned electronic devices.

The electronic communication devices and services provided to you remain at all times the property of Cass County. To ensure compliance with this policy, we reserve the right to monitor Internet traffic, and retrieve and read any data composed, sent, received or stored on devices or services. All data that is composed, transmitted, received or stored on our computer system is considered to be part of the official records of Cass County and, as such, is subject to open records disclosure to law enforcement or other third parties.

You must comply with any and all potentially applicable laws (e.g., industry regulations, harassment laws, copyright restrictions, contractual obligations or restrictions, etc.) each and every time you use our electronic communication devices and services for any purpose, as well as during any occasion you may be using your own personal computer networks, systems, or equipment in ways that may directly or indirectly be associated with Cass County.

Computer Security

You should take all security precautions available and prescribed by us. You should not attempt to bypass or disable any anti-virus precautions installed on our computers. Please protect the integrity of electronic communication devices and services at all times, including logging off or locking systems when not in use or when you are away from the workspace.

If you use electronic devices offsite, including home, hotels or other public locations, you shall take all precautions to protect our equipment. Maintain positive control of devices when in public locations and take necessary precautions when connecting to public Internet or Wi-Fi connections.

If you check out or are provided County resources for working off-site, you are prohibited from allowing non-employees, including family members, to use the electronic communication devices and services.

Passwords and user IDs to access any system shall not be written down or shared with anyone else, including coworkers, at any time and users shall not login to a system for the purposes of allowing another user access. This includes, but is not limited to, computers, servers, state applications, or online business accounts.

Do not transfer, copy, upload or forward any County email, documents, or files to personally owned devices or services, including but not limited to, USB flash drives, portable hard drives, CD/DVD drives, personal email accounts or any online storage services such as Dropbox, iCloud, OneDrive, or Google Drive, without permission from the IT Department.

When required, you should only send confidential, sensitive and/or proprietary information using County approved encryption or secure email methods. Similarly, when receiving emails, you should encourage outside clients, vendors and business partners to send any confidential, sensitive and/or proprietary information using appropriate safeguards, including encryption or secure email methods.

Prohibited Usage

The following behaviors are examples of actions and activities that are prohibited and can result in disciplinary action up to and including termination of employment:

- Sending or posting messages or images that are disruptive, offensive, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale
- Using our computers or services for personal gain
- Using our email to solicit for outside commercial ventures, religious or political causes, outside organizations, or other non-business matters
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization (such information includes, but is not limited to, information outlined in our Confidentiality and Non-Disclosure policy)
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Viewing or exchanging pornography or obscene materials
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation or destroying, concealing, or disclosing information protected by attorney-client privilege, legal hold or spoliation order

- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the computer for gambling of any sort
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that defame or slander other individuals
- Passing off personal views as representing those of the County
- Sending anonymous e-mail messages
- Using the electronic devices or services, including email or Internet, for purposes of seeking other employment or preparing or posting a resume
- Loading software without permission
- Engaging in any other illegal activities
- Engaging in any other computer related activity determined by us to be inappropriate or unacceptable

We strive to maintain a workplace free of harassment and sensitive to the diversity of our employees. Therefore, we prohibit the use of electronic communication devices and services in ways that are disruptive, offensive to others, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, gender-specific comments, off-color jokes, or anything that may be construed as harassment, bullying or showing disrespect for others.

We purchase and license the use of various computer software for business purposes and do not own the copyright to this software or its related documentation. Unless authorized by the software developer, we do not have the right to reproduce or install such software for use on more than one computer. You may only use software on local area networks or on multiple machines according to the software license agreement. We prohibit the illegal duplication of software and its related documentation.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if you did not create material, do not own the rights to it, or have not gotten authorization for its use, you should not put it on the Internet or transmit through the e-mail system.

You will be required to sign an acknowledgement form for Cass County's Appropriate Use of Electronic Communication Devices and Services.

If you have questions about acceptable usage of the computer or networks we provide you, please contact the Human Resources Department.

514 Social Networking Websites and Online Communications

Revised Date: 01/01/2019

Social Networking Websites

Social networking sites present unique opportunities for you to communicate with others and express yourself in a public forum. However, social networking also poses significant risks to the workplace, even if your social networking activities are conducted completely on your own time and on your personal devices and networks. As a result, you need to always be mindful of how the things you post and do online might impact your coworkers, our reputation, and your professional reputation.

Online Code of Conduct

Although you are solely responsible for what you post or endorse online, since what you say and do can impact us and your coworkers, we've come up with some examples of online behaviors that we consider to be unacceptable:

- Sending or posting discriminatory, defamatory, harassing, bullying or threatening messages or images (including photographs or videos) regarding any current or former employee
- Making any defamatory, slanderous or derogatory reference or post against any prospect, client, customer, vendor or business partner that may harm or interfere with the working relationship or current contracts
- Posting any confidential, proprietary or non-public information or documents, including, but not limited to, information listed in our Confidentiality and Non-Disclosure policy
- Posting comments or opinions regarding our products or services, and which may be construed as violating state or federal law (e.g. the FTC's Endorsement Guidelines)
- Failing to respect the financial disclosure laws by posting our financial information, which could be perceived as giving outsiders an unfair advantage or insight ("tip") in violation of state or federal laws
- Posting any confidential information pertaining to employees or customers, which may otherwise be protected under state and federal laws such as state privacy and disability laws, Red Flag Regulations, ADA, HIPAA or GINA
- Disclosing any information protected by attorney-client privilege, legal hold or spoliation order
- Representing (or otherwise giving the impression) that you are speaking on our behalf
- Failing to use proper disclaimers with anything that might be connected back to us, such as "postings on this site are my own and do not represent others' opinions, philosophies or business strategies"
- Posting photographs, videos or images of other employees without proper authorization, or failing to remove such images when requested by another employee
- Unlawfully gaining access to another employee's social networking website or profile
- Demanding or otherwise requiring applicants or employees to give you their social networking passwords

Resolving Conflict

When communicating online, be fair and courteous to current and former employees, customers, clients and vendors. Work-related issues are more likely to be resolved by speaking directly with the person at issue or going to your Department Head.

Should you decide to post complaints or criticisms, avoid using statements, photographs, videos or audio that reasonably could be viewed as malicious, obscene, harassing, threatening, intimidating, bullying, or that disparages customers, clients or vendors. Failure to follow these guidelines may result in disciplinary action, or legal action initiated by a third-party.

Monitoring and Consequences for Policy Violations

While we have no general practice of reviewing your personal profiles on social media sites, you should be aware that if such profiles contain information suggesting conduct that violates this or any other policy, such information may form the basis for an appropriate investigation and/or discipline.

Nothing in this policy prohibits you from exercising any legal right under any state or federal law, nor will you be subject to discipline for any posts that are legally protected. However, you should be aware that most posts to personal social networking sites are not entitled to legal protection, and any such posts may result in disciplinary action up to and including termination of employment, if they violate this or any other policy.

If you have been the subject of online harassment or bullying, notify the Human Resources Department or your supervisor or Department Head.

515 Workplace Monitoring

Effective Date: 05/07/2018

From time to time, we conduct workplace monitoring to ensure quality control, employee safety, security, and customer satisfaction.

We reserve the right to monitor your computer, Internet, and e-mail usage as described in our Electronic Communication Devices & Services policy, including any personal usage to which you may put our systems, networks, or equipment.

We may monitor your telephone conversations or text messages if you have County-owned phones, including cell phones. Telephone calls may be recorded by employees participating in the call if a record of the conversation is material to a job duty being performed or to protect the safety of county employees.

We may conduct video surveillance of non-private workplace areas to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence. Any such video surveillance may include audio recording, as well.

We may also use GPS units on vehicles to help us track the times, locations, and routes you may

drive in connection with work, for safety, efficiency, and compliance purposes.

We perform workplace monitoring in an ethical and respectful manner, and we are sensitive to the privacy concerns of employees.

516 Telecommuting

Effective Date: 05/07/2018

If you believe that regularly working from home can enhance your ability to get your job done, submit a written request to your supervisor proposing how it will benefit you and us. The request should explain how you will be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome.

The decision to approve a telecommuting arrangement will be based on factors such as position and job duties, performance history, related work skills, and the impact on the organization. Your compensation, benefits, work status, work responsibilities, and the amount of time you are expected to work per day or per pay period will not change just because you may be occasionally working from home (unless otherwise agreed upon in writing).

Your work hours will conform to a schedule agreed upon by you and your supervisor. If such a schedule has not been agreed upon, your work hours will be assumed to be the same as they were before you began telecommuting. Changes to this schedule must be reviewed and approved in advance by your supervisor.

In general, any equipment we provide to you in support of the approved telecommuting relationship is intended to be used solely for work purposes, and should not be used for personal purposes, unless otherwise approved. We will maintain the equipment we supply to you and you are responsible for maintaining any equipment you supply. We do not accept responsibility for damage or repairs to your equipment.

We expect you to ensure the confidentiality and protection of proprietary and customer information that you may use or access while working from home. This may include the use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

During working hours, your remote work space will be considered an extension of our work space. Therefore, workers' compensation benefits may be available for job-related accidents that occur in your remote work space during working hours. All job-related accidents will be investigated immediately. We assume no responsibility for injuries occurring in your remote work space outside of your agreed-upon work hours. You agree to maintain safe conditions in your remote work space and to practice the same safety habits as those followed on our premises. In the case of an injury while telecommuting, follow our Workers' Compensation policy.

You must not provide primary care for a young child while telecommuting. If a young child will be home during your working hours, another individual must be present to provide primary care. However, if a young child is ill, you may, on a temporary basis, provide primary care for that child subject to advance approval of your supervisor. Similarly, while telecommuting, you must

not provide primary care for an elderly adult who would otherwise require the care of a nurse.

Telecommuting only works in some circumstances, and is not a universal employee benefit. As a result, we will only provide this opportunity when we are convinced it will be in our best interests, and may terminate approved telecommuting arrangements whenever we believe it necessary to do so.

601 Employee Conduct and Work Rules

Effective Date: 05/07/2018

In order to maintain the excellent reputation we have earned with our customers and to provide the best possible work environment for you and your coworkers, we expect you to follow the rules of conduct set forth in this policy.

Performing with Integrity and Honesty

Any time you are interacting with someone connected to our workplace, their perception of your words, actions, and behaviors is more important than your intent. As a result, we expect you to perform with the highest level of integrity possible and to be honest and fair when you interact with customers, management, and coworkers.

If you are ever in doubt about whether a particular course of action is appropriate, seek guidance from your supervisor or Department Head.

Treating Others with Respect

Treat everyone with respect and demonstrate genuine concern for their needs, because one bad experience can ruin the relationship. Consideration, respect and courtesy also play important roles in maintaining positive and productive working relationships with your supervisors and coworkers. Everyone is expected to communicate and work in a manner that is respectful to others.

Unacceptable Conduct

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of actions and behaviors that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Dishonesty or misrepresentation including, but not limited to, falsification of timekeeping records, misrepresentation on employment applications, or dishonesty in an investigation
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating tools and equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Failure to comply with written doctor restrictions or statements
- Failing to report injuries timely
- Smoking in prohibited areas

- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism or any absences without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of computers, telephones, mail system, or other employer-owned equipment or networks
- Unauthorized disclosure of business "secrets" or confidential information
- Inappropriate words, actions, or conduct, inside or outside of the workplace that may reflect poorly upon, or cause harm to, Cass County. This prohibition applies even to words, actions, or conduct that occurs completely on personal time, including on Internet social networking sites. However, this is not intended to prohibit you from exercising legal rights and you will not be disciplined for engaging in protected activity.
- Unsatisfactory performance or conduct, including inefficiency, inattentiveness, and failure to manage and complete necessary workloads within scheduled hours
- Violation of personnel policies

Duty to Report Violations

Report any matter that you believe violates this policy and/or may result in any of the following: monetary loss, damage to reputation, or harm to an individual(s). Reporting such matters is essential so that we can respond appropriately. We do not retaliate against any employee who, in good faith, reports suspected violations of our policies.

602 Drugs and Alcohol

Effective Date: 05/07/2018

We want to maintain a healthful and safe workplace that is free from improper drug or alcohol use. Our policies described below help us promote this goal.

Prohibited Uses of Alcohol, Illegal Drugs, and Legal Drugs

While on our premises and while conducting business-related activities off our premises, you may not use, possess, distribute, sell, or be under the influence of alcohol, illegal drugs, or any legal drugs (including prescribed drugs) that might cause you impairment or impact your ability to fully or safely perform the functions of your position.

Employee Assistance Program

Our Employee Assistance Program (EAP) provides confidential counseling and referral services if you need assistance with such problems as drug and/or alcohol abuse or addiction. We encourage you to address any questions or concerns you may have about substance dependency or abuse with the EAP, and to review the treatment programs that may be covered under our health insurance program or any other health insurance program that provides coverage to you. You can discuss these matters with your supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Alcohol in County-Approved Situations

From time to time, the consumption of moderate amounts of alcohol may be permitted at

conferences or with the express approval of management. If you consume alcohol under such circumstances you must drink responsibly, must not become intoxicated, and must not return to work after drinking. You may not operate our vehicles while under the influence.

If you have any questions on this policy or issues related to drug or alcohol use in the workplace, please raise your concerns with your supervisor or the Human Resources Department.

603 Drug and Alcohol Testing

Effective Date: 05/07/2018

Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks. To help ensure a healthful and safe working environment, employees in safety sensitive positions may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit, illegal, or impermissible use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

There are a variety of circumstances under which we might test for drugs or alcohol, including, but not limited to, in connection with a workplace accident or injury, randomly (for safety-sensitive positions), with reasonable suspicion, and on applicants to whom a conditional job offer has been made.

To the extent that a drug test is conducted in connection with a workplace accident or injury, we will not require post-injury or post-accident drug testing unless the circumstances of the injury or accident are such that there is a reasonable possibility that alcohol or drug use could have been a contributing factor to the occurrence of the injury or accident.

A lengthier and more detailed policy setting forth the various steps and procedures involved in our drug testing program for those in a safety-sensitive position can be found in Appendix A.

Information and records relating to test results, drug and alcohol dependencies, and legitimate medical explanations shall be kept confidential and maintained in secure files separate from normal personnel files, to the extent required by law.

Questions concerning this policy or its administration should be directed to the Human Resources Department.

604 Bullying, Harassment & Offensive Behavior

Effective Date: 05/07/2018

We are committed to providing a work environment where you and all other employees are treated with dignity, decency, and respect. In keeping with this policy, we will not tolerate bullying, harassment, offensive behaviors, or retaliation (hereinafter, “harassment,” unless otherwise noted). This policy extends to workplace harassment involving non-employees, such as outside vendors, suppliers, consultants, or customers. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings and social events, or where there is an impact in the workplace.

What is Harassment?

Harassment is hostile or offensive physical conduct, verbal comments, or written comments including, but not limited to, electronic communications, such as online posts or text messaging if that conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Unreasonably interferes with an individual's work performance or opportunities; or
- Otherwise affects the terms and conditions of employment.

Harassment because of the individual's race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, marital status, status with regards to public assistance, participation in lawful activity off of our premises during non-working hours (which is not in direct conflict with our essential business-related interest) or any other status protected by law is unacceptable and will not be tolerated.

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, comments (verbal or written), or physical conduct of a sexual nature when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
- The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may involve individuals of the same or different gender.

Examples of Harassment

Examples of harassment include, but are not limited to:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Leering or making sexual gestures.
- Displaying or circulating sexually suggestive objects, pictures, cartoons, e-mails or posters.
- Displaying or circulating offensive objects, pictures, cartoons, e-mails or posters based on a legally-protected characteristic such as race, religion or sexual orientation.
- Making or using derogatory comments, epithets, slurs, or jokes.

- Electronic communications, such as online posts or text messaging, which are offensive or derogatory in nature about an individual due to their membership in a protected class.
- Graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Unwelcome physical conduct including touching, assaulting, impeding or blocking movements, or threatening and intimidating behavior.

Reporting Procedure

You are responsible for, and have an obligation to, report harassing or inappropriate behavior, whether it is directed at you or is something you saw or heard that was directed at someone else. Any manager or supervisor who learns of or observes harassing or inappropriate behavior, or receives a complaint about this kind of behavior, must immediately report the behavior or complaint to the Human Resources Department.

If you *experience* harassment in the workplace, whether by employees or non-employees, take the following steps:

- Take immediate action rather than ignoring the problem and waiting for it to go away;
- Tell the offending person, if you feel comfortable doing so, that his or her actions or comments are unwelcome, that the behavior is offensive and it must stop immediately;
- Report the incident as soon as possible to a supervisor, the Human Resources Department, or a Department Head; and
- Remember that we will *not* tolerate any retaliation against you for reporting concerns about harassing behavior or conduct.

If you *witness* harassment, take the following steps:

- Take the incident(s) seriously;
- Refuse to condone or participate in the behavior;
- Encourage the victim to speak with his or her supervisor or the Human Resources Department; and
- Express suspicions or concerns to the appropriate supervisor, the Human Resources Department or a Department Head so that we can be alerted to any possibly harassing situations.

If you *engage in* harassing behavior or have been accused of engaging in harassing or inappropriate behavior, take the following steps:

- Stop the behavior immediately;
- Listen to the person complaining about the behavior; and
- Learn from the experience and do not repeat it.

You are protected from retaliation for making a complaint or exercising other rights protected by law.

Supervisors

For purposes of this policy, Supervisors are employees whose primary duties involve managing a division of the County and directing the work of at least two full time employees or equivalents. Among other duties, supervisors are responsible for hiring, firing, and disciplining others. Employees who direct the work of employees, but do not have the authority to hire, fire, or discipline others, are not supervisors.

If you are a Supervisor who is responsible for hiring, firing and disciplining employees, and if you engage in harassment, permit others under your supervision to engage in such harassment, retaliate or permit retaliation against an employee who reports such harassment, you are guilty of misconduct and shall be subject to immediate disciplinary action that may include termination of employment.

Investigations

We will promptly investigate any report of harassment, and will take swift and appropriate action at the end of our investigation. Complaints will be handled as discreetly as possible, although we cannot guarantee absolute confidentiality, since the alleged harasser is entitled to answer the charges, particularly if discipline or termination is a possible outcome.

You must cooperate fully during any investigation or fact-finding we conduct and must provide honest and complete information. You cannot choose to "stay out of it" if you are asked for information that you have or have access to. This is true whether you are the complaining party, the accused party, or a potential witness.

Failure to participate fully and honestly in the investigative process, or in any fact-finding process initiated by us, is a serious violation of our policy and grounds for disciplinary action, which may include termination from employment.

Retaliation

We do not tolerate any retaliation against any employee who reports an incident of alleged harassment or inappropriate workplace behavior, or provides information during an investigation, and will take measures to protect all such employees from retaliation. *Engaging in retaliatory behavior is a violation of this policy, and is grounds for corrective action, up to and including termination of employment.*

Off-Site Events

On occasion, you may have the opportunity to participate in off-site County-sponsored events, such as social gatherings, planning sessions, retreats, customer meetings, or conferences. These settings, which may be more informal than our workplace, can facilitate new learning, creative thinking and camaraderie among employees, vendors, and third parties. We expect that you will demonstrate the same professional standards of behavior at these events as you would in the workplace. Two specific guidelines should be kept in mind:

- If alcoholic beverages are served, they must be consumed in moderation.
- Harassment in any form will not be tolerated.

Liability for Harassment

If you violate this policy, you will be subject to disciplinary action, up to and including termination from employment. You may also be subject to personal legal liability for violation of this policy.

If you want more information about our harassment policy or complaint process, please contact a supervisor or the Human Resources Department.

605 Personal Appearance

Effective Date: 05/07/2018

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image we project to customers and visitors.

During business hours or when representing us, you are expected to present a neat, clean and professional appearance and limit natural or artificial scents that could be distracting or annoying to others. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person. Where necessary, reasonable accommodation may be made for employees with disabilities, or who have legitimate religious needs.

Your supervisor or Department Head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you may not be compensated for the time away from work.

Consult your supervisor if you have questions as to what constitutes appropriate appearance.

606 Return of Property & ID Badges

Effective Date: 05/07/2018

You are responsible for the safety and security of items that we issue to you or that are in your possession or control, including, but not limited to, the following:

- Cell phones
- Computers/laptops
- Credit cards
- Customer data and information
- Equipment
- Identification badges
- Keys
- Manuals
- Protective equipment
- Security passes
- Tools
- Uniforms
- Written materials

You must return all of our property immediately upon request or upon termination of employment. Department Heads will report terminations to the Information Technology service desk and the Sheriff's Office.

You must wear your identification badge when inside any County building during business hours or elsewhere in the County while County duties are being performed. If you forget your identification badge during non-business hours, you will not be allowed in County buildings. You must retrieve your own badge to gain entrance.

Please report your lost or stolen keys or badges to your Department Head, the Sheriff's Office, and the Information Technology service desk immediately upon learning of the fact.

607 Personal Property in the Workplace

Effective Date: 05/07/2018

If you bring personal property into the workplace—whether in a parking area, at a job or customer site, or in a building or workspace—you are solely responsible for such property. We are not responsible for any damage to, theft, or loss of personal property, and we do not have insurance to cover any such loss, damage, or theft. As a result, if you are concerned about the safety of your personal items you should leave them at home and not bring them to work.

Please report all theft of personal belongings to your supervisor, documenting the missing item, the last known location of the item, the approximate time the theft may have occurred, and the description of the item. The supervisor will report the possible theft to the Department Head. However, it is your responsibility to report the theft to the Sheriff's Office or appropriate law enforcement agency.

608 Weapons & Violence in the Workplace

Revised Date: 05/07/2018

Weapons

Threatening and violent behavior is prohibited throughout the workplace, and we have adopted this policy to ensure that all employees can work in an environment that is safe from, and free of, such behaviors. This policy is in addition to North Dakota Century Code §62.1-02-09, which makes it a felony for a person, other than a law enforcement officer, to possess certain weapons in government buildings without express written consent.

In order to carry a weapon, you must be a peace officer licensed by the State of North Dakota and have met all the requirements for continuing education as mandated by the peace officers board. You must be "qualified" to carry the weapon on duty and "qualify" for the same ammunition that you carry while on duty. We use the same qualification procedures as established by the State of North Dakota. The Sheriff, or his designee, as entrusted by the Commission, is the qualifications administrator.

For the purposes of this policy, weapons include but are not limited to: any gun (loaded or unloaded), stun gun, BB gun, CO_2 gun, air gun, machete, sword, knife (with blades of 5" or more), bow & arrow, spear, any martial arts weapon, or any other device intended to cause bodily harm to another person.

Violence in the Workplace

Employees, customers, vendors, and other members of the public should be treated with courtesy and respect at all times. You are expected to comply with our Safety and Employee Conduct and Work Rules policies, and refrain from fighting, "horseplay," and other conduct that may be dangerous to others.

At no time may you commit an act of violence against anyone you come into contact with while working. Similarly, you may not threaten or otherwise intimidate an employee, vendor, customer, or other member of the public.

If you receive or observe a threat of violence or actual violence, call 911 immediately and then take appropriate action to remain safe. This includes threats or conduct by employees, customers, vendors, and other members of the public. Be as specific and detailed as possible when reporting a threat or act of violence.

You must also immediately report any suspicious activities or unaccompanied non-employees in the workplace to the Sheriff's Office (701-241-5800). Do not place yourself in peril. If you see or hear commotion or a disturbance, do not try to intercede.

In the event of an active shooter or other situation posing imminent danger, you should:

- Run if there is an accessible escape path;
- Hide if evacuation is not possible; and
- Fight if your life is in imminent danger and you have no option other than to attempt to disrupt and/or incapacitate the active shooter.

We will promptly and thoroughly address all reports of threatened or actual violence, as well as suspicious individuals or activities. Employees found to have engaged in threatening or violent behavior will be subject to prompt disciplinary action, up to and including termination of employment.

We encourage you to bring concerns and disputes to the attention of your supervisor, a Department Head, or the Human Resources Department without fear of retaliation.

609 Security Inspections

Effective Date: 05/07/2018

In an effort to maintain a safe work environment, including one that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials, and to discourage theft or unauthorized possession of our property or yours, we reserve the right to inspect all work areas, including vehicles, desks, storage containers, lockers, and areas where personal belongings may be kept. We require the cooperation of everyone in administering this policy.

Because of the urgency underlying such searches, we may conduct inspections at any time, and without advance notice to you.

In addition, we may also conduct inspections of persons entering and/or leaving the premises, as well as personal items, such as purses, coats, etc. Anyone who wishes to avoid inspection of any articles or materials should not bring such items to the workplace.

If you are not wearing an identification badge when entering a County building, you may be subject to screening and any items will be subject to inspection and search.

610 Solicitation & Bulletin Boards

Effective Date: 05/07/2018

In an effort to ensure a productive and harmonious work environment, non-employees may not solicit or distribute literature in the workplace at any time for any purpose.

We recognize that you have interests in events and organizations outside the workplace and that you may make solicitations as a result of your involvement. However, you may not solicit or distribute literature concerning these activities during working time, unless approved by the County Commission. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

For example, the following types of solicitation should be kept out of the workplace:

- The collection of money, goods, or gifts for community groups;
- The collection of money, goods, or gifts for religious groups;
- The collection of money, goods, or gifts for political groups;
- The sale of goods, services, or subscriptions outside the scope of official organizational business;
- The circulation of petitions;
- The distribution of literature not approved by us; or
- The solicitation of memberships, fees, or dues.

You may be allowed to leave information in a designated location; please check with your supervisor. In addition, posting materials or sending electronic announcements are permitted only with prior approval from the Human Resources Department.

Intranet Bulletin Board

Our intranet bulletin board is provided as a service to all employees. We do not endorse and are not responsible for the content posted. You may post advertisements on that electronic bulletin board, subject to the following:

1. Postings are used to sell or give away personal items.
2. Soliciting and fundraising is prohibited.
3. Advertising firearms or any type of weapon is prohibited.

4. Any activity on the bulletin board, including posting or responding to advertisements, must take place before or after work. You cannot use the bulletin board during lunch or break times.
5. Items will be advertised using text only (no photos).
6. Items will be posted for two weeks and then automatically deleted.

We reserve the right to remove a post at any time or eliminate the use of the intranet bulletin board without advance notice.

611 Progressive Discipline

Effective Date: 05/07/2018

This policy describes how we administer equitable and consistent discipline for unsatisfactory conduct and performance in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all levels.

We want to treat employees fairly and make sure that disciplinary actions are prompt, uniform, and impartial. Our goal for any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although your employment with us is based on mutual consent and either of us have the right to terminate employment at will, with or without cause or advance notice, we may use progressive discipline at our discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, performance improvement plan, or termination of employment -- depending on the severity of the problem and the number of occurrences.

Progressive discipline means that, with respect to most disciplinary problems, the following steps will typically be followed:

- 1st warning: A first offense may require your supervisor to verbally counsel you about an issue of concern, and a written record of the discussion will be placed in your file for future reference.
- 2nd warning: A subsequent offense may require a written warning which will be placed in your personnel file.
- Suspension or performance improvement plan: If you have failed to resolve performance issues despite prior discussion, coaching or discipline, you may either be suspended, or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within that time period, you must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by your supervisor and the organization. At the end of the performance improvement period, the PIP may be closed or, if established goals are not met, a new PIP created or termination may occur.

- Termination of employment.

Certain types of problems may be serious enough to justify bypassing some of these steps, or, in extreme situations, going straight to termination. Social Service employees will follow the disciplinary procedures established by North Dakota Human Resources Department's Administrative Rules.

While it is impossible to list every type of behavior that may be deemed a serious offense, our Employee Conduct and Work Rules policy includes examples of problems that may result in discipline and/or termination.

By using progressive discipline, we hope that most problems can be corrected at an early stage, without the need to pursue any additional interventions.

612 Employment Resignation and Termination

Effective Date: 05/07/2018

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation / Retirement occurs any time you notify us of your intent to end your employment with us. If you wish to resign from your employment with us, please notify your supervisor in writing at least 2 weeks' prior to your last day of employment with us. If you are in management, we ask that you provide 1 month notice. Your last day of work, you must be physically present; you cannot use annual leave or sick leave for the last day.

If you resign, we may schedule an exit interview with you during your notice period to discuss the reasons for your resignation and the effect of the resignation on your benefits.

In some circumstances, we may need to adjust your last day of employment to a date sooner than the date you requested in your resignation.

Discharge / Termination occurs when we make the decision to terminate your employment for performance or conduct reasons.

Layoff occurs when we make the decision to end your employment for non-disciplinary reasons, such as business slow-downs, reorganizations, etc.

Your employment with us is voluntary and is subject to termination by you or us at will (except Social Services, which is subject to North Dakota Human Resources Department's Administrative Rules), with or without cause, and with or without notice, at any time. You will receive your final pay in accordance with applicable state laws.

613 Health Insurance Portability & Accessibility Act (HIPAA)

Effective Date: 05/07/2018

The Cass County HIPAA policies contained herein shall apply to each and every affected Department in Cass County relevant to the storage and dissemination of Individuals Identifiable Health Information ("IIHI") (hereinafter "Privacy Regulation").

It is the policy of Cass County to provide for enhanced security and privacy of individual health information and standardize data interchanges between Cass County and healthcare organizations, the State of North Dakota or other business associates.

Appointment and Duties of Data Privacy Officer

The Cass County Administrator, Auditor and Social Services Director shall serve as the Privacy Officers for Cass County (hereinafter "Privacy Officers"). The Privacy Officers shall carry out and implement the policies stated herein and otherwise required under applicable Federal, State, and local laws.

The Privacy Officers shall receive requests or complaints and should provide information about matters covered by HIPAA. The Privacy Officers need to be familiar with privacy regulations. Delegation of some of these duties may be given by the Privacy Officer to those whom they may designate within their departments. The County Administrator is the point person for implementation of these policies in Cass County, as a whole.

Minimum Necessary Policies

Cass County will make reasonable efforts to limit the use and disclosure of IIHI. Release will be to accomplish the intended purpose of the use or disclosure. In general, release policies do not apply in the following circumstances:

- Disclosures for treatment;
- Use or disclosures made to the individual subject of the data;
- Disclosures made to DHS, Office of Civil Rights;
- Use or disclosure as required by law or court order;
- Use or disclosure required for compliance with the privacy regulation.

For the appropriate uses, Cass County will provide access to IIHI only to those employees on a "need to know" basis. Employees will only be given information that the employee needs to have in order to accomplish a given function and only for proper administration of HIPAA. Cass County will limit the amount of IIHI disclosed to the amount reasonably necessary to achieve the purpose of the disclosure on a case-by-case basis. For appropriate uses, Cass County will release non-routine IIHI when it is determined that the request constitutes a valid request and IIHI to be disclosed will be limited to the amount reasonably necessary to accomplish the purpose of the disclosure.

Cass County may rely on a reasonable request as the minimum necessary for the stated purpose(s) when:

- The disclosure is to a public official as allowed in the social responsibility reporting found in § 45 CFR 164.512;
- The information is requested by another covered entity;
- The information is requested by an employee or business associate of Cass County;
- The disclosure is for research purposes and the County has documented a waiver approval as required by 45 CFR 164.512(1).

Access to Designated Record Set

Individuals have a right to access any protected health information that is used to make decisions about the individual subject of the data, including information used to make healthcare decisions or information used to determine whether a claim will be paid. The individual has a right to access their "designated record set." The right of access also applies to healthcare clearinghouses, healthcare providers that create or receive protected IIHI other than as a business associate of Cass County.

For Cass County's purposes, the following is defined as a "designated record set:"

- A group of records maintained by Cass County that is: a) the medical records and billing records about individuals; b) the enrollment, payment, claims adjudication and case management record systems maintained by Cass County; c) used, in whole or in part, by or for Cass County to make decisions about individuals.
- The term "record" means any item, collection, or grouping of information that includes protected IIHI data and is maintained, collected, used or disseminated by the County.

Cass County will permit any individual to request access to inspect or copy the designated record set applicable to that individual for as long as it is maintained by Cass County, with the following exceptions:

- Psychotherapy notes;
- Information compiled in reasonable anticipation of a civil, criminal or administrative action or proceeding;
- Information held by clinical laboratories if access is prohibited by the Clinical Laboratory Improvements Amendment of 1988 (42 USC 263a);
- Any data that North Dakota State Law classifies as "confidential" or protected nonpublic.

Cass County will require that any individual requesting access to present that request in writing. This is in conformity with Cass County's basic data practices protocol. A Release of Information document must be completed.

Requests for access to IIHI will be handled by the Privacy Officer in the affected department or their designees. Requests should be sent to one of the following:

Cass County Auditor
211 9th Street South
Fargo ND 58103

Cass County Human Resources
211 9th Street South
Fargo ND 58103

Cass County Social Services
1010 2nd Avenue South
Fargo ND 58103

If Cass County provides access to IIHI, it will act on the request within thirty (30) calendar days. One thirty (30) day extension will be allowed. Cass County will charge a reasonable, cost-based fee that will only include the cost of copying, postage and preparation of an agreed upon summary or explanation of the IIHI.

If Cass County denies access to IIHI, Cass County will provide a timely, written denial that states the basis for the denial and the procedures for making a complaint to the County Administrator. The individual has a right to a review of the denial of access by the County Administrator who did not participate in the original decision to deny access. In some situations, the individual would have the right to review a denial by a designated licensed health professional who did not participate in the original decision. Those scenarios include, but are not limited to, the following:

- A licensed healthcare professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person.
- The protected IIHI makes reference to another person (unless such other person is a healthcare provider) and a licensed healthcare professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to such other person.
- The request for access is made by the individual's personal representative and a licensed healthcare professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the individual or another person.

Some information maintained by Cass County is not used to make healthcare decisions, such as management information systems that are used for quality control or peer review analysis. In accordance with the privacy regulations, Cass County is not required to grant an individual access to protected IIHI maintained in these types of information systems.

Cass County will provide upon request, a six (6) year accounting of disclosures made of the individual's IIHI, except for disclosures:

- To carry out treatment, payment or healthcare operations;
- To the individual data subject;
- To facility directories or to persons involved in the individual's care or other notification purposes [45 CFR 164.510(b)];
- For national security or intelligence purposes;
- To corrections officials or law enforcement personnel when the individual is in custody [45 CFR 164.512(k)(5)]; or
- Which were made before the compliance date.

In certain circumstances involving health oversight agencies or law enforcement agencies, Cass County may temporarily suspend the individual's right to receive an accounting of disclosures.

Cass County will permit an individual to request that Cass County amend IIHI. Cass County will require that the request be in writing and that a reason be stated for the amendment. Cass County will so inform any individual of this expectation. All requests to amend IIHI data should be sent to the County Administrator. Cass County will have up to sixty (60) calendar days to act on the request. One thirty (30) day extension is allowed. The subject of the data's written request will become a part of any case file maintained on the subject.

If Cass County decides to accept an amendment, Cass County will:

- Make the appropriate amendment to the protected IIHI or record that is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.
- Timely informing the individual that the amendment is accepted. Cass County will obtain agreement from the individual to allow Cass County to share the amendment with individuals or entities identified by the individual and Cass County.
- Make reasonable efforts to inform and provide the amendment within a reasonable time to: a) persons identified by the individual as having received protected IIHI about the individual and needing the amendment; and b) persons, including business associates that Cass County knows have the protected IIHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.

If Cass County denies all or a part of the requested amendment, Cass County will:

- Provide the individual with a timely, written denial. The denial will use plain language and contain: a) the basis for the denial; b) the individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement; c) a statement that, if the individual does not submit a statement of disagreement, the individual may request that Cass County provide the individual's request for amendment

and the denial with any future disclosures of the protected IIHI that is the subject of the amendment; and d) a description of how the individual may complain to Cass County or to the Office of Civil Rights.

- Permit the individual to submit a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such agreement. Prepare a written rebuttal to the individual's statement of disagreement.
- Identify the record or protected IIHI in the designated record set that is the subject of the disputed amendment and append or otherwise link the individual's request for an amendment, Cass County's denial of the request, the individual's statement of disagreement, if any, and Cass County's rebuttal, if any, to the designated record set.
- If the individual has submitted a statement of disagreement, Cass County must include the material appended, or an accurate summary of any such information, with any subsequent disclosure of the protected IIHI to which the disagreement relates.

If Cass County is informed by another covered entity of an amendment to an individual's IIHI, Cass County will amend the protected IIHI in designated record sets. Amendments will be made in a reasonable time period, as expeditiously as possible.

Business Associate Relationships and Amending Business Associate Contracts or Agreements

A "business associate" is a person or entity who is not a member of Cass County's workforce and who performs a function for Cass County which requires it to use, disclose, create, or receive IIHI. Cass County may disclose IIHI to another entity if it receives satisfactory assurances, provided in a written contract, that the business associate will appropriately safeguard the IIHI. If Cass County and business associate are both governmental entities, a memorandum of agreement will provide satisfactory assurances.

The requirement for business associates does not apply to:

- Disclosures made to a provider for treatment;
- Disclosures made to a health-plan sponsor; and
- Use or disclosures by a health plan that is a government program providing public benefits, if eligibility for, or enrollment in, the health plan is determined by an agency other than the agency administering the health plan, or if the protected IIHI used to determine enrollment or eligibility in the health plan is collected by an agency other than the agency administering the health plan, and such activity is authorized by law, with respect to the collection and sharing of IIHI for the performance of such functions by the health plan and the agency other than the agency administering the health plan.

A contract or other written arrangement will provide satisfactory assurances to Cass County that the business associate will comply with HIPAA requirements necessary to protect the protected IIHI shared by Cass County. The contract or other written arrangement will establish permitted and required uses and disclosures and will also require the business associate to:

- Appropriately safeguard the IIHI;

- Report any misuse of IIHI;
- Secure satisfactory assurances from any subcontractor;
- Grant individuals access and ability to amend their IIHI;
- Make available an accounting of disclosures;
- Release applicable records to Cass County, if requested; and
- Upon termination, return or destroy all IIHI.

The contract or other written arrangement will authorize termination if the business associate violates its terms. If Cass County knows of a pattern of non-compliance with HIPAA by the business associates, Cass County realizes it will be found to be non-compliant unless Cass County took reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful:

- Terminate the contract or arrangement, if feasible; or
- If termination is not feasible, report the problem to the Privacy Officer.

Verification Policies

Before disclosing IIHI, Cass County will verify the identity of the person requesting the IIHI and the authority of that person to have access. Cass County may rely on written statements, if such reliance is reasonable. For public officials, Cass County may rely on an identification badge or a letter written on government letterhead. Cass County will treat a personal representative as the individual for purposes of the privacy regulations:

- A personal representative is someone who has, under applicable law, the authority to act on behalf of an individual in making decisions related to health care.
- Cass County will abide by special provisions for unemancipated minors, deceased individuals, and abuse-neglect and endangerment situations.

Cass County will accommodate all reasonable requests from individuals to receive communication of protected IIHI by alternative means or at an alternative location, provided the individual clearly states that disclosure of all or part of that information could endanger the individual.

Cass County will not retaliate against any person for exercising a right under the HIPAA privacy regulations, or for filing a complaint, participating in an investigation, or opposing any lawful act relating to the privacy regulations.

Cass County will reasonably safeguard protected IIHI from any intentional or unintentional use or disclosure that is in violation of the HIPAA privacy standards. Records stored in Cass County will be kept secure at all times, and IIHI will not be stored or kept in unsecured areas.

Training

Cass County will train all members of its workforce in the policies and procedures adopted by Cass County necessary to comply with the HIPAA privacy regulations. Department staff will receive initial training at the time of implementation of the privacy regulations. Additional

training will be provided to each new member of Cass County's work force at the time of hire, and each member of the workforce whose functions are affected by a material change in the required policies or procedures.

Cass County will apply appropriate disciplinary sanctions to employees who fail to comply with Cass County's privacy policies or procedures or who fail to comply with the HIPAA privacy regulations.

Employee Acknowledgement Form

The employee handbook describes important information about my employment, and I understand that I should consult my Department Head regarding any questions not answered in the handbook. I have entered into my employment relationship voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the organization can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law, with the exception of Social Services, which is subject to the North Dakota Human Resources Department's Administrative Rules.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to the policy of employment at-will. I acknowledge that the handbook is maintained on the Cass County website and that I have been shown how to view it and print it, if desired. Only the County Administrator or the Cass County Commission has the ability to adopt any revisions to the policies in this handbook. All such changes may be communicated through official notices, and I recognize that revised information may supersede, modify, or eliminate existing policies.

I understand a new Employee Acknowledgement Form may not be obtained for any subsequent changes. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received access to the handbook, and I understand that it is my responsibility to read and comply with the policies contained in the handbook and any revisions made to it.

_____ _____

Employee's Signature *Date*

_____

Employee's Name (typed or printed)

APPENDIX A

REQUIRED ALCOHOL AND CONTROLLED-SUBSTANCE TESTING OF EMPLOYEES IN SAFETY-SENSITIVE POSITIONS

In an effort to prevent injuries and deaths due to drug-or alcohol-impaired drivers operating commercial vehicles, the United States Congress enacted the Omnibus Transportation Employee Testing Act of 1991 (the 'Act'). This federal law mandates drug and alcohol testing for certain classes of transportation employees.

All Cass County employees who, as a requirement of their job, operate vehicles classified as commercial and have a commercial driver's license, are considered to be in "safety-sensitive positions" and are subject to the Act. Employees in the following job categories are subject to this policy:

Equipment Operators
Highway Foremen
Temporary employees operating commercial vehicles

This policy applies at all times when an employee is on duty, regardless of the task the employee is performing. Employees are subject to alcohol testing requirements only just prior to, just after, or when performing safety-sensitive functions. Provisions for disciplinary actions are based on the independent authority of the County.

Alcohol Prohibition

Employees must:

1. Test when requested.
2. Not use alcohol, in any form, on the job (including mouthwash or cough syrup containing alcohol).
3. Not have even one drink fewer than 4 hours before work duties begin.
4. Not work under the influence of alcohol.
5. Not remain on work duty with a breath-alcohol concentration (BAC) of .02 or greater.
6. Not use alcohol within 8 hours after an accident or until undergoing post-accident alcohol test.

The Act requires that covered employees be available to be tested for alcohol while on duty and just prior to, just after, or while performing a safety-sensitive function. Employees who refuse to be tested or to cooperate in testing, or who attempt to alter test results, are subject to termination procedures.

Controlled-Substance Prohibition

Employees must:

1. Test when requested.
2. Not use illegal controlled substances.
3. Not use prescription drugs containing controlled substances contrary to the physician's instructions.
4. Notify their supervisor if using a prescription containing a controlled substance. The driver must also provide documentation that use of the drug does not adversely affect the driver's ability to operate a commercial motor vehicle.

The Act requires that employees be available to be tested while on duty.

Employees who refuse to be tested or to cooperate in testing, or who attempt to alter test results are subject to termination procedures.

ALCOHOL AND CONTROLLED-SUBSTANCE TESTS

All applicants and employees who undergo County-mandated tests must be notified if the test result is positive.

The vendor will follow specific procedures if an alcohol-test result is positive. The procedures are required by federal guidelines and are intended to make sure that the test result is a true positive.

Tests required by the County, except for pre-employment tests and return-to-duty tests, are considered a duty assignment. Time for travel and time spent in providing the specimen at the collecting site will be with pay.

Definition of Positive Alcohol Test

Alcohol tests will be considered positive if the breath test indicates an alcohol presence of .04 or greater. If the test results are positive, the employee and supervisor will be notified before the employee leaves the test site.

If an alcohol test indicates an alcohol concentration of at least .02, but less than .04, the test is considered negative, but the driver will be taken out of service for 24 hours. The driver must use annual leave or leave without pay. Supervisor will explain the employee's options.

Testing Vendor Responsibilities in Alcohol Tests

If the initial test results are .02 or greater, the testing vendor will wait 15 minutes and then issue a retest or confirmation test. During the 15-minute waiting period before the confirmation test, the employee will be given a set of instructions (for example, no eating or drinking) that must be followed. If the employee does not follow these instructions, it may be considered an attempt to alter the tests results. The confirmation test result is used to make decisions about employment and treatment.

Definition of Positive Controlled-Substance Test

A test will be considered positive if controlled substance for which no legitimate explanation is determined by the medical review officer is found in the urine specimen.

Testing Vendor Responsibilities in Controlled-Substance Tests

Controlled-substance tests must use proper laboratory procedures.
If a test is positive, it will be reviewed by the physician serving as the testing vendor's medical review officer (MRO). The MRO will follow specific procedures required by the federal guidelines. These procedures are intended to make sure that the test result is a true positive. The MRO will call the employee who has tested positive, discuss what might have caused the test result to be positive, and make sure of the result before notifying the County. If the test remains positive, the employee may request, at his or her expense, that a second independent analysis be performed on the untested portion of the sample.

Pre-Employment Tests

New employees will be hired for safety-sensitive positions on the condition of a negative drug test (administered after being chosen but before starting safety-sensitive tasks) and a drug testing record from previous employers that shows no drug use for the previous two years or successful treatment followed by a lengthy nonuse time period.

County job announcements will say whether the position is safety-sensitive and requires pre-employment drug-testing.

Post-Accident Tests

Drivers are responsible for notifying the County of any vehicle accident.

1. In an accident resulting in a death, all County drivers working at the scene must undergo post-accident testing.
2. In an accident which does **not** result in a death, but in which the County driver is cited for a moving traffic violation, and (A) if the accident involved bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene, or (B) when one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver who is subject to post-accident testing shall remain readily available for 8 hours for such testing or may be deemed to have refused to submit to testing. Post-accident breath alcohol tests must be completed within eight hours of the accident or it should not be done. The drug test should be completed within 32 hours of the accident or it should not be done. Employees must be tested for alcohol within two hours and controlled substances within 32 hours after all accidents resulting in a death or where the driver is cited for a moving violation. If the alcohol test is not administered within two hours, the supervisor must file and maintain records stating why. If no alcohol test is administered within 8 hours of the accident, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

Employees must remain at work, but must not perform safety-sensitive functions, until the post-accident alcohol test is administered or 8 hours after the accident.
If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

Random Tests

A minimum number of alcohol tests, equal to 25 percent of the average number of County drivers covered under the Act, will be performed each year. The vendor will select drivers using a computerized random-selection program. Drivers selected will be tested only while the driver is on duty and just prior to, just after, and while performing a safety-sensitive function.
A minimum number of controlled-substance tests, equal to 50 percent of the average number of drivers, will be performed each year. Tests may be performed at any time the driver is on duty, regardless of the duties being performed at the time of testing.

Drivers may potentially be tested at any time, even if there is a recent previous test. Once a driver is notified of the testing, he or she must report immediately to the testing site.

Reasonable-Suspicion Tests

A driver must undergo alcohol or controlled-substance testing when his or her supervisor has reason to believe that the driver has used alcohol or controlled substances in violation of the Act or this policy. An alcohol test may be administered just prior, just after, or while the employee is performing a safety-sensitive function.

All supervisors will be given adequate training to make judgments about a reasonable suspicion of drug or alcohol use. The supervisor's judgment must be based on specific observations relating to appearance, behavior, speech, or body odors, including indications of the chronic and withdrawal effects of controlled substances. The supervisor must document the observations fully upon notifying the employee that testing is required. Supervisors will be trained regarding physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

If the alcohol test is not administered within two hours following the supervisor's observation, the supervisor must file and maintain records explaining the reason for the delay. If the alcohol test is not administered within eight hours following the supervisor's observation, no tests will be given, and the supervisor must file and maintain records explaining the reason for the delay and the lack of testing. Employees must remain at work, but must not perform safety-sensitive functions, until the reasonable suspicion test is administered or eight hours after the reasonable suspicion was determined.

If the controlled-substance test is not administered within 32 hours, no test will be given, and the supervisor must file and maintain records stating the reason for the delay and the lack of testing.

All employees, including non-supervisory employees, may call their supervisor or the testing vendor to ask any questions about the program, or to state their suspicions about another

employee, including a supervisor. The caller must give his or her name, but the names will be kept confidential to the extent possible under the open records law.

Return-to-Duty Tests

If any test result is positive and the course of treatment recommended by a licensed addiction counselor has been completed, the driver must submit to return-to-duty alcohol or controlled substance tests prior to resuming duties.

The return-to-duty alcohol test must indicate a breath-alcohol concentration of less than .02. Controlled-substance test results must be negative.

Follow-up Tests

Unannounced follow-up tests are required for any driver who, after a positive test result, is determined by a licensed addiction counselor to need help with alcohol or controlled substance abuse.

Controlled Substance Test

Results	Employee Status	Required Action
Positive	Applicant	Not hired
Positive	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination

Alcohol Test

Results	Employee Status	Required Action
.02 - .039	Employee Temporary Employee	Taken out of service for 24 hours without pay (may use annual leave if available); Subject to County discipline, up to and including termination
.04 - .99	Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
.04 - .99	Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; and terminated

.1+	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; and terminated

Other Prohibited Conduct & Required Action

Prohibited Conduct	Employee Status	Required Action
Refusing to be tested	Applicant	Not hired
Refusing to be tested	Employee Temporary Employee	Terminated
Reporting for duty fewer than 4 hours after having a drink	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
Unless the test is complete within 8 hours after reasonable suspicion occurrence or accident in which there was a fatality or citation for moving violation	Employee Temporary employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
Possessing or consuming alcohol, i.e. beverage as defined in Title V of the ND Century Code, on the job	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
Possessing or consuming cough syrup, mouthwash, or any other substance containing alcohol while on the job	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
Possessing or using a controlled substance without a prescription	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination
Performing a safety sensitive function while using a prescription containing a controlled substance when a physician has not instructed the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle	Employee Temporary Employee	Taken off duty; referred to a licensed addiction counselor for evaluation and treatment; Subject to County discipline, up to and including termination

Evaluation of Employees with Positive Test Results

Any employee who has a positive test result or engages in prohibited conduct as described in this policy will be referred to a licensed addiction counselor for an evaluation to determine what help is necessary. If a rehabilitation program is prescribed, the licensed addiction counselor will determine whether the driver has followed the program. All costs of employee assistance will be at the employee's expense.

If an employee receives a positive test result on an alcohol test, the licensed addiction counselor will recommend the frequency of follow-up testing, (However, if an employee receives a positive test result on a drug test, the MRO recommends follow-up testing.) Follow-up testing will consist of at least 6 unannounced tests in the first 12 months. These follow-up tests are in addition to any random tests that the employee might happen to be chosen for. No follow-up testing will be conducted more than 60 months after the driver's return to duty. However, potential random tests will continue to be administered for which the employee may be randomly selected.

Out-of-Service Request

All drivers are subject to call for emergency duties. However, if the driver has had even one drink in the four hours prior to the call or suspects that he or she may have a breath-alcohol concentration .02 or above, the driver must take himself or herself out of service. No disciplinary measures will be taken when the driver requests to take him or herself out of service. However, repeated work absences due to repeated out of service requests could result in a determination of unsatisfactory attendance and work performance.

Disciplinary Action

The charts above show the required action required for controlled-substance tests, alcohol tests, and prohibited conduct. Any employee who commits any of the acts where the required actions say 'terminated' will automatically lose employment with the County.

However, in order to determine the appropriate progressive disciplinary action, all other violations-such as situations where the employee will be evaluated and treated under a licensed addiction counselor will be evaluated based on their severity, the degree of danger to other employees and the general public, and the frequency of occurrence.

Self-Referral to a Licensed Addiction Counselor

All drivers who feel they have a problem with the use of alcohol or controlled substances may refer themselves for evaluation and any needed rehabilitation through a licensed addiction counselor. No employee will be subjected to disciplinary action for self-referral.

Supervisors' Responsibilities

Supervisors include:

- Foremen
- Superintendent
- Design and Construction Supervisor
- County Engineer

No County supervisor of employees in safety-sensitive positions will permit any driver to violate this policy. All supervisors must require reasonable-suspicion testing of any employee who would appear to be in violation of this policy. Failure to carry out supervisory duties under this policy will result in disciplinary action up to and including dismissal.

All responsible administrators and supervisors will receive the training necessary to perform their supervisory duties. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

All supervisors and administrators are bound by the rules of confidentiality. No information may be released except as provided in this policy or expressly authorized by 49 CFR 382.405. No administrator or supervisor responsible for implementing random testing may give any notice or information about upcoming test requirements. Any violation of these confidentiality requirements will result in disciplinary action up to and including termination.

Program Administration

The Association of Counties will be the County's coordinator for the program, responsible for implementing and overseeing the program. Duties will include managing the vendor contract, responding to inquiries from the U.S. Department of Transportation, and relaying information on positive test results directly from the vendor to the county contact personnel.

The County Engineer will be the local coordinator for the program. In the absence of the County Engineer, the Maintenance Superintendent will be responsible for relaying information on positive test results.

Required Records

The County, acting through any vendors providing services under this section, will maintain necessary records at the primary vendor's place of business. In all cases, information must be available at the County within 24 hours if requested by officials of the U.S. Department of Transportation responsible for the testing program.

Record retention schedule:

Retain for five years

1. Results of driver-alcohol tests indicating an alcohol concentration of .02 or greater
2. Results of positive controlled-substance tests
3. Documentation of refusals to submit to tests
4. Calibration documentation
5. Driver evaluation and referrals
6. Annual summary

Retain for two years

1. Records related to the alcohol and controlled-substance process.
2. Training.

Retain for one year

1. Records of negative and canceled controlled-substance test results and alcohol-test results with a concentration of less than .02.

Each year, the vendor will prepare an annual summary, in the format prescribed by the County, of the program results for previous calendar year. The summary will be retained 5 years.

All testing information about individual drivers is confidential and is not in the public domain and will be maintained in the same manner as other county medical records. Such information may not be released except as required by law or expressly authorized by 49 CFR 382.405.

County Requirements to Inquire with Previous Employers

The County must inquire with previous employers at the time of hiring someone to fill a safety-sensitive position. Applicants must sign a release of information allowing County officials to inquire with previous employers about the applicant's drug-testing history during the previous two years. Information that may be requested includes:

- Previous test dates
- Positive test results
- Refusals to test
- Evaluation and rehabilitation results

County Requirements to Inform Prospective Employers

If asked, and the proper release of information is provided, the County will disclose the following information to any potential future employers of drivers covered under the County's alcohol-and drug-testing programs:

- Results of any tests which a driver took
- Any referral for evaluation and rehabilitation
- The results of any such referral

County Requirements to Notify Employees About This Policy

New employees will be notified about this policy after they are hired but before they report to work with the County. They must sign off, indicating that they have read and understood the policy, before they begin work duties with the County.