NEAHKAHNIE WATER DISTRICT

RESOLUTION 2025-5

A RESOLUTION AMENDING THE 2025 REVISED POLICY MANUAL

FOR THE NEAHKAHNIE WATER DISTRICT

WHEREAS, the Neahkahnie Water District has the authority under ORS 198 to adopt policies and procedures to govern its operation; and

WHEREAS, the District Policy Manual provides the general guidelines for the District's governance, contracting procedures, personnel policies, and certain operations; and

WHEREAS, the Neahkahnie Water District Board of Commissioners desires to amend certain provisions of the Policy Manual as set forth in Exhibit A to this document; and

WHEREAS, the Neahkahnie Water District Board of Commissioners has reviewed and considered the proposed amendments to the Policy Manual at its regular meeting on October 14, 2025;

BE IT RESOLVED THAT:

The amended provisions of the Policy Manual set forth in Exhibit A are hereby adopted and made part of the Policy Manual effective on October 14, 2025.

Board President _____

David Boone

Board Secretary Barbara Rippey

Barbara Rippey

EXHIBIT A

These specified provisions of the Neahkahnie Water District Policy Manual are amended to read as follows:

Article 1.1. A.1. The primary duty and function of the Board of Directors (also known as the Board of Commissioners) is to establish policies for the governance of the District. The Board will select a General Manager and may delegate the responsibility for implementing and executing certain policies adopted by the Board. As used throughout this Policy Manual, the term "General Manager" shall refer to any District employee the Board may designate to perform the specified duties. The Board will provide the financial means to implement board policies or order to accomplish organizational goals and objectives as adopted by the Board of Commissioners.

Article 1.3.A. COMPILATION OF POLICY MANUALS

The General Manager shall compile all the policies and procedures adopted by the Board into a District Policy Manual. The General Manager shall be responsible for updating the Manual regularly to be in compliance with applicable laws and regulations.

Article 4.3.E. REGULAR MEETINGS

The Board shall hold regular monthly meetings on the second Tuesday of each month or such other date as the Board may decide. Such meetings shall be held at the District office, at 7:00 p.m., or at such other places and times as the Board may designate from time to time.

Article 5.1.D 2). A request for inspection of records shall be made with the District General Manager (GM) or other designated District employee, who is encompassed by the GM term as used in this Article, either in writing (which includes email) or by phone.

Article 8.1.B (second paragraph)

The District reserves the right to change these policies and procedures at any time. These policies and procedures do not and are not intended to confer any property right in continued employment, to constitute an express or implied contract, or to give rise to a binding past practice. As used in the Chapter, the term General Manager encompassed a District employee who has been designated by the Board to perform the specified duties and may have a title other than General Manager

Article 8.6.E.2. Anticipated overtime hours must be approved by the General Manager or President in advance or, if required due to unanticipated circumstances, must collectively comply with the District's budget.

Article 8.6.H.1. The District's payday will be determined by how rapidly the payroll processing method used by the District can enter relevant payroll data but will be as close to the first of the month as reasonably possible.

Article 8.8.B.2 Vacation Amount

a. Vacation time is granted to the employee on their anniversary date.

b. Full-time, salaried employees are entitled to forty (40) hours of paid vacation leave during the first year of employment after the probation period is completed and approved, and eighty (80)

hours of paid vacation in each of years two and three following the first year of employment and 120 hours of paid vacation beginning in year four of employment and in each year thereafter..

c. Full-time, hourly employees (.8 FTE) are entitled to thirty-two (32) hours of paid vacation during the first year of employment after the probation period is completed and approved, and 64 of paid vacation per year in each of years two and three following the first year of employment and 96 hours of paid vacation beginning in year four of employment and in each year thereafter.

d. Vacation time cannot be carried over in years one through five of employment. Beginning in the sixth year of employment, up to a full week of vacation (40 hours for a full-time salaried employee and 32 hours for a full-time hourly employee) can be carried over from the previous year. By way of example, a full-time salaried employee can carry over up to 40 hours of paid vacation (up to 32 hours for an hourly full-time employee) from year five to be used in year six in which case the Employee would have that many less hours of vacation to use in year five. Vacation does not accrue.

e. The employee must, with reasonable approval from the General Manager or the President, assure that the employee's duties are covered by an appropriate third party. .

f. Unused vacation time will not be paid at the end of employment.

Article 8.8.B.3. Request Process

a. Vacation must be requested, scheduled, and reasonably approved by the General Manager or the President, prior to usage.

Article 8.11.

F. INCAPACITATION or DEATH

1. **Incapacitated.** Unless prohibited by applicable law, Employee's employment may be terminated if the Employee becomes permanently incapacitated due to infirmity, disease, injury, mental illness, chronic intoxication, or other cause. For purposes of this Policy, "permanently incapacitated" means that the Employee is incapable of performing the majority of their usual duties for a period of **two (2) months** despite reasonable accommodation by the District.

2. **Death.** If the Employee dies, the employment will automatically terminate and any interests that the Employee may have under the provisions of this Policy or their employment agreement will be payable to the Employee's estate inclusive of all salary provided for in the Employee's agreement as if the Employee terminated their employment without cause.

G. REFERENCES

If other employers request reference information about a former employee, the District will only provide the dates of employment and position held. No other information concerning your employment will be provided without a written and signed authorization release from the employee