

ADMINISTRATIVE POLICY NO. 602

1. SUBJECT: EMPLOYMENT PRACTICES

2. OBJECTIVE:

2.1. To establish parameters for employment of personnel.

3. POLICY:

3.1. Disclaimer:

This statement of policy is intended to provide information and does not create a contract between Beartooth Electric Cooperative, Inc. (BEC) and its employees either express or implied which guarantees employment for any specific duration. BEC retains the sole discretion whether, when and how to evaluate employees, select personnel, notice and fill vacancies and promote or terminate employees. No supervisor, manager or representative of BEC has the authority to enter into any agreement with an employee for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. No supervisor, manager or other representative of BEC has the authority to make any verbal promises, commitments or statements of any kind regarding BEC policies, procedures or any other issues that are legally binding on BEC.

3.2. Refer to BEC Policy No. ER505—Employment of Relatives regarding employment of relatives.

3.3. Employment of Personnel:

3.3.1. All vacancies will be filled on the basis of merit, qualifications, skills and abilities. BEC does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, military status, physical or mental disability or any other characteristic protected by law. BEC is an Equal Opportunity Employer (EOE).

3.3.1.1. BEC complies with the Americans with Disabilities Act and affiliated state and federal law as provided for in Policy No. AP606.

3.3.1.2. Communicable Diseases are physical disabilities. BEC will not discriminate against any applicant or employee based upon communicable disease unless required to do so by the demands of the position. BEC will evaluate these factors after obtaining appropriate medical judgment of health officials.

- 3.3.2. It is recommended that all vacancies be posted internally and advertised externally at the same time. A minimum of five applicants should be interviewed. More than one BEC representative will be involved in the interview process. The BEC interviewers will review a checklist of applicable employment policies and example interview questions.
- 3.3.3. Whenever a position is vacated, management will evaluate the need to fill, modify or eliminate that position. The pay scale will also be reviewed. In all instances, approval of the General Manager must be obtained prior to advertising any job opening.
- 3.3.4. New employees will be given an orientation to the policies and procedures of BEC along with an overview of the organization.
- 3.3.5. Contacts by financial institutions or others to verify past or previous employment will be handled by the BEC/LVE Human Resources (HR) unless otherwise assigned by the General Manager.
- 3.3.6. Contacts by potential employers of past BEC employees will be handled by BEC/LVE HR.
- 3.3.7. All new employees must comply with requirements of the Immigration and Naturalization Department of the U.S. Government.
- 3.3.8. All applicants for employment are required to undergo a post offer, pre-employment medical examination and an alcohol and drug screening pursuant to Policy BEC AP615.

#### 3.4. Employee Classification:

- 3.4.1. It is the intent of BEC to clarify the definitions of employment classifications so that all employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.
  - 3.4.1.1. Accordingly, the Employees will normally be hired on a regular, full-time basis and be eligible to participate in all benefits provided. Employees may also be classified in the appropriate position as “Represented”, “non-Represented”, “Part-time” or “Contractor”, as well as, “Exempt” or “Non-Exempt”.
  - 3.4.1.2. Classified Part-time employees will receive holiday pay, medical insurance, sick leave and annual leave during the time of their employment. Sick leave and annual leave accruals will begin on the first date of employment.
  - 3.4.1.3. Classified Contractor employees will receive no benefits.

- 3.4.1.4. Each employee is designated as either Non-Exempt or Exempt from federal and state wage and hour laws. Non-Exempt employees are entitled to overtime pay under the specific provisions of federal and state wage and hour laws. BEC may change an employee's Exempt or Non-Exempt classification only upon written notification of management.
- 3.4.2. The General Manager will determine the classification of each position before it is posted and position candidates will be notified of the classification during the interview process.
- 3.4.3. Probationary Period:
  - 3.4.3.1. The probationary period is intended to give new, transferred and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets both the employee's and the employer's expectations. BEC uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or BEC may end the employment relationship at-will at any time during the probationary period, with or without cause or advance notice. Probationary employees do not have access to the internal grievance process.
  - 3.4.3.2. All new, transferred and rehired employees work on a probationary basis during the first six (6) months of employment. Any significant absence shall automatically extend a probationary period the length of the absence. If BEC determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period, not to exceed an additional ninety (90) days, to give the employee an opportunity to achieve satisfactory performance.
  - 3.4.3.3. During the probationary period, new, transferred and rehired employees are eligible for those benefits that are required by law, such as Workers' Compensation Insurance and Social Security. Employees may be eligible for other company provided benefits, subject to the terms and conditions for each benefit program. Employees shall be informed of the details of specific benefits programs as they become eligible.

### 3.5. Internal Grievance

- 3.5.1. Non-represented employees with a grievance that cannot be resolved with their Supervisor may present a written statement of his or her grievance to the General Manager. The General Manager will consider the written statement and take such action as deemed appropriate.

### 3.6. Voluntary Resignation

3.6.1. BEC requests that part-time employees provide a minimum of two (2) weeks written notice and full-time employees provide a minimum of thirty (30) days written notice of intent to voluntarily terminate.

3.7. Reimbursement for Moving Expenses

3.7.1. Employees:

3.7.1.1. BEC will not pay any moving cost for a new employee to come to work.

3.7.1.2. When BEC transfers a current employee and the transfer requires the transferred employee to relocate his residence to his new headquarters, BEC will pay reasonable moving costs.

3.7.2. Management:

3.7.2.1. When hiring management personnel, the Board of Trustees will determine the amount of moving costs, if any, that will be paid by BEC.

3.7.2.2. In the event the person decides to voluntarily terminate his employment with BEC, prior to one year after the move, the full amount paid, if any, by BEC for moving said person shall be reimbursed by that person.

4. RESPONSIBILITY:

4.1. The General Manager shall ensure that the provisions of this policy are followed.

Adopted: 02/22/2013

Revised: 06/30/2015

Reference: LV610, BEC VI-A-3, 6, 21, 24, 31, 32

Review Date: June 2017

Attest:           /s/ Richard Nolan            
Secretary/Treasurer

Attest:           /s/ Roxie Melton            
Board President