



Personnel Policies and Procedures (At-Will) Template

Prepared for

**The adoption and use of Special and Special Service Districts
in Utah in consultation with their legal counsel**

**Prepared by
The Utah Association of Special Districts**

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DISTRICT
PERSONNEL POLICIES AND PROCEDURES
(At-Will)

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I. INTRODUCTION

- A. **Overview.** An interesting and challenging experience awaits you as an employee of _____ District ("District"). To answer some of the questions you may have concerning the District and its policies, we have written this Personnel Policies and Procedures Manual (the "manual"). Please read it thoroughly and retain it for future reference. The policies stated in this manual are subject to change at the sole discretion of the District. From time to time, you may receive updated information concerning policy changes. Should you have any questions regarding any policies, please ask your supervisor, the designated Human Resources (HR) representative, or the General Manager for assistance.
- B. **Disclaimers.**
- i. This manual is designed for general information purposes only. It is not intended to create a contract or contractual rights, either implied or expressed, or to constitute a contract of employment between the District and any of its employees.
 - ii. Employees of the District are responsible to read this manual, understand and be familiar with its contents, and comply with the policies contained herein. A copy of the manual is available for review in the main office. Employees should familiarize themselves with the manual.
 - iii. No policies and procedures manual can anticipate every circumstance or question that may arise in the course of employment. Changing conditions may cause the District to modify one or more of the policies or procedures contained in this manual from time to time. The District reserves the right to revise, supplement, or rescind any policies or procedures or any portion of the manual as it deems appropriate, in its sole and absolute discretion. When such a change is made, employees will be notified about the modified policy with instructions to review it in the manual located in the main office or with their supervisors.
 - iv. Only the District's Board has the authority to approve any change to this manual. If any policy or procedure contained in this manual is determined to be contrary to law or in conflict with outside policies or plans subscribed to by the District (such as health and disability insurance policies or the State Retirement System), the terms of those policies or plans shall control, and/or this manual shall be modified so as to conform to the law.

C. At-Will Employment.

- i. The District's employees are employed as employees-at-will, which means that no employee has any obligation to continue working for the District, and the District has no obligation to employ an employee for any fixed period of time or duration. Each employee is free to resign at any time, with or without cause, and with or without advance notice. The District similarly may terminate the employment relationship at any time, with or without cause, and with or without advance notice.
- ii. Nothing in this manual is intended or should be construed to create any express or implied promise or agreement by the District that any employee's employment with the District is for any specific duration or only may be terminated for good cause or after warnings have been given or progressive discipline has been imposed.
- iii. Any statement made or action taken by any of the District's officers, Board members, supervisors, or management personnel which is inconsistent with the District's policy of at-will employment is unauthorized, and should not be construed to create any express or implied promise or agreement by the District that any employee's employment with the District is other than "at-will."

D. Human Resources Representative. The General Manager will assign an employee to be the Human Resources (HR) Representative. The HR Representative is available for addressing employee questions and will generally refer to this manual except in situations where this manual does not specifically address the question. The HR Representative is not necessarily an HR Professional and may require consultation with professional resources. The HR Representative will have resources available including: this manual, training, access to outside HR Professional consultation services, and a direct line of communication with the General Manager.

II. EMPLOYMENT SELECTION POLICIES

A. Equal Employment Opportunity. The District is an equal opportunity employer. In accordance with applicable law, discrimination and harassment is prohibited against employees or applicants for employment based on race, color, religion, sex, pregnancy (including childbirth, pregnancy-related conditions, breastfeeding and medical conditions relating to breastfeeding), sexual orientation and gender identity, age (40 and over), national origin, disability, genetic information and membership in the armed forces or reserves. The District will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The District also

does not discriminate against employees due to their lawful expression or expressive activity outside the workplace of their religious, political, or personal convictions, unless that expression or expressive activity is in conflict with the District's essential business-related interests.

- B. **Qualifications.** A “qualified person” is a person who possesses the education, training, experience, skills, ability, moral character, integrity, disposition to work, reliability, adherence to reasonable rules and regulations, and other job-related qualifications required by the District for the particular position in question. Hiring and promoting employees shall be made on the basis of these qualifications rather than political or other form of favoritism.
- C. **ADA.** The District adheres to the principles of the Americans with Disabilities Act (“ADA”) and will provide reasonable accommodations to qualified individuals with disabilities in accordance with the requirements of the ADA. Applicants or employees requiring reasonable accommodations should notify their immediate supervisor or the General Manager of their need for an accommodation. Reasonable accommodations will then be determined through an interactive process with the employee.
- D. **Existing Employee Preference.** The District will consider filling vacant positions with qualified applicants from its existing work force. The selection of individuals to fill vacant positions shall be based upon specific job-related skills and abilities, character, general competence (past performance), ability to work and relate with co-workers, and the ability to relate to the goals and objectives of the District in a cooperative and productive manner and will not be based upon seniority alone. In order to be eligible to apply for a posted position, an employee must meet the minimum hiring specifications for the position and be in good standing in terms of overall work record. Employees are responsible for monitoring job vacancy notices and for completing and filing an in-house application form during the posting period for a specific job opening. Nothing contained in this policy is to be construed to prohibit the District from or limit the District’s ability to advertise job openings broadly and seek applicants who are not current District employees. If an employment candidate is located who is perceived to be more qualified than any current District employees who have applied for the vacancy, the non-employee may be hired in preference to current employee applicants.
- E. **Job Postings.** The District has established a job-posting program to give all employees an opportunity to apply for positions in which they are interested and for which they are qualified. Vacancies are posted on designated bulletin boards at all District locations, as well as on the jobs website maintained by the Utah Division of Workforce Services. Postings shall include the title, the salary range,

the minimum hiring specifications, and the closing date for filing applications. Barring an emergency or critical need to fill the position sooner, positions will be posted for at least five workdays.

- F. **Employment Application.** All applicants must complete an employment application on the form provided by the District and provide such other information as may be required by the District. The District relies upon the accuracy of information contained in employment applications, as well as the accuracy of other information provided throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in the employment application or in any other information provided may result in the District's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.
- G. **Background Checks.** To ensure that applicants for employment with the District are well qualified and have a strong potential to be productive and successful, the District may conduct a background check of an applicant and make inquiries regarding the applicant's employment references. The General Manager and HR Representative will identify and maintain a current list of all designated positions which require background checks, which may change from time to time. Background checks must be performed uniformly on all applicants for a designated job position. Each applicant must consent to the release of information necessary for the District to conduct a background investigation regarding the applicant. An applicant will not be informed as to which references were contacted or what information the District received, unless otherwise required by law, regardless of whether the applicant is hired by the District. In instances where negative or incomplete information is obtained, the General Manager and HR Representative, in consultation with the District's attorney, if desired, will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired.
- H. **Requests for References.** Only the District's General Manager or his or her designee is authorized to respond to requests for references or other information from third parties regarding current or former employees. Such response may confirm the date of hire, date of termination, and the positions held, as requested.
- I. **Interviews.** Interviews by the District will be conducted to determine the applicant's potential to meet the requirements of the job and ensure that the applicant understands the duties and responsibilities of the job. Interviews will be conducted only after an applicant has fully completed the application process. The District will notify those applicants to whom an offer of employment is being

extended, and will confirm the starting date, rate of pay, and coordinate the orientation schedule.

- J. **Starting Pay.** Appointment to any position in any class will normally be made at the minimum rate of the appropriate salary range. The appointment rate may be higher if:
 - i. A qualified individual cannot be recruited for the position at the beginning rate; or
 - ii. The qualifications of the individual selected for the position are substantially higher than the minimum requirements, and the individual can be expected to perform at a level equal to that of other employees being paid in the same class.
- K. **Pre-employment Medical Examinations.** An offer of employment to an applicant may be contingent upon, among other things, satisfactory completion of a preemployment medical examination, including alcohol and drug screening conducted in accordance with the District's Drug-Free Workplace Policy, conducted by an agency designated by the District, and a determination by the District and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered.
- L. **Federal Immigration Laws.** The District is committed to employing only those persons who are legally authorized to work in the United States, in accordance with federal immigration laws. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must complete a new I-9 form if they have not completed an I-9 with the District within the past three years, or if their previous I-9 is no longer retained or valid.
- M. **Orientation Program.** During the first few days of employment, employees will participate in an orientation program conducted by various employees of the District, including the employees' supervisor. During this program, employees will receive important information regarding the performance requirements of their positions, basic District policies, compensation and benefit programs, plus other information necessary to acquaint employees with their job and the District. All new employees will be required to fill out and sign the paperwork in the new-hire packet, including a W-4 tax form, insurance forms, and such other forms as may be required by the District. A supervisor, the General Manager or another designated employee of the District will review with all new employees the

District's Policies and Procedures Manual. All new employees will be required to sign a statement indicating that they have reviewed the Policies and Procedures Manual and were given a copy of the Manual, that they understand the contents thereof, that they know that they are expected to adhere to the policies and procedures contained therein, that they acknowledge that the Policies and Procedures Manual does not create a contract between them and the District, and that they understand that they are at-will employees. Employees are expected to use this orientation program to familiarize themselves with the District and District policies and benefits. New employees are encouraged to ask any questions during the orientation program so they will understand all the guidelines that affect and govern their employment relationship with the District.

III. EMPLOYEE CLASSIFICATION AND COMPENSATION

A. Employee Classification and Definitions. Employees will be informed of their initial employment classification and of their status as an exempt or nonexempt employee during their orientation session. If an employee changes positions during employment by the District as a result of a promotion, transfer, or otherwise, the employee will be informed by the General Manager of any change in his or her status. For the purpose of salary administration and eligibility for overtime payments and employment benefits, the District classifies its employees as follows:

- i. **Initial Employee Status** – Each employee is in an initial evaluation period for the first six (6) months after his or her most recent date of hire. Such an employee may be “exempt” or “non-exempt” as defined below.
- ii. **Regular Full-time Employee Status** – A regular, full-time employee is an employee who has completed the initial evaluation period, is not a temporary or seasonal employee, is hired to work in a full-time position, and generally works forty or more hours per week on a regular basis. Such an employee may be “exempt” or “nonexempt” as defined below.
- iii. **Regular Part-Time Employee Status** – A regular part time employee is an employee who has completed the initial evaluation period, is not a temporary or seasonal employee, is hired to work in a part-time position, and generally works fewer than forty hours per week on a regular basis. Such an employee may be “exempt” or “nonexempt” as defined below.
- iv. **Temporary or Seasonal Employee Status** – A temporary or seasonal employee is an employee who is hired to work full-time or part-time for a limited period of time and whose employment will end when the District determines that the temporary employee's services no longer are

needed, generally with the understanding that the employment will be terminated at a certain time or upon the completion of a specific assignment. (Note: A temporary employee may be offered and may accept a new temporary assignment with the District after completion of a temporary assignment and thus still retain temporary status.) Such an employee may be “exempt” or “nonexempt” as defined below. (Note: employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the District.) If a temporary or seasonal employee becomes reclassified to regular part-time or regular full-time status, the employee will not be required to begin a new initial evaluation period; his or her initial evaluation period will begin at the time of the employee’s initial hiring.

- v. **Nonexempt Employees** – Employees who fail to meet all three of the elements required by the Fair Labor Standards Act in order to be considered exempt (relating to salary type, total earnings, and job duties) and are required to be paid overtime compensation at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
- vi. **Exempt Employees** – Employees who are exempt from the overtime and reporting requirements of the Fair Labor Standards Act. Salaried employees who meet the salary threshold set by federal law and who perform certain professional job duties such as bona fide executive, professional or administrative positions, are typically exempt.

B. Performance Reviews.

- i. **Initial Evaluation Period.** All new employees undergo a six-month evaluation period commencing with the first day of employment. The evaluation period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate the employees’ capabilities, work habits, attitude, quality of work, ability to get along with others, and overall performance. During this period, each new employee and the District will have the opportunity to decide whether the employee is right for the position and whether the position is right for the employee.
- ii. **Extension of Initial Evaluation Period.** Any absence may result in an extension of the initial evaluation period. If the District determines that the designated evaluation period does not allow sufficient time to

thoroughly evaluate the employee's performance, the evaluation period may be extended for a specified period.

- iii. **Initial Evaluation.** At the end of the initial evaluation period, the employee's supervisor will conduct a performance evaluation with the employee. If the employee's performance does not meet the District's standards, the employee may be terminated at that time. If the employee's performance is satisfactory, then continued "at-will" employment may be offered by the District to the employee. There will generally be no salary or wage adjustment at the end of the initial evaluation. At all times, both before and after the completion of the initial evaluation period, the employee's relationship with the District shall remain at-will, and the District shall retain the right to terminate the employee's employment with the District at any time, with or without cause, and with or without advance notice.
- iv. **Regular Evaluations.** To ensure that employees perform their jobs to the best of their abilities, it is important that they be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. Consistent with this goal, employee performance will be evaluated by supervisors on an ongoing basis.
 - a. After the initial evaluation period and at regular intervals not to exceed twelve months, employees will be given a formal performance evaluation to provide the employees and their supervisors with an opportunity to discuss job performance, identify and correct weaknesses, and recognize strengths. These performance evaluations will be used to provide a basis for decisions on placements, promotions, separations, salary increases, reduction in force and other personnel actions. Supervisors also will meet with employees on an informal basis from time to time throughout the year to discuss their job performance. The District uses a system of performance ratings designed to give a fair appraisal of the quality and quantity of work performed in all departments. The employee, the person performing the evaluation, and the supervisor shall sign performance reviews. Upon request, each employee will be furnished a copy of his or her performance evaluation.
 - b. Employees are to receive, at least annually, a written evaluation of their performance. Evaluations will normally occur on an annual basis in March of each year with salary adjustments going into effect beginning in April. In addition, if an employee is promoted

or transferred to a new position, the employee's performance will normally be evaluated in writing at the time of the promotion or transfer.

- c. All written performance reviews will be based on an employee's overall performance in relation to his or her job responsibilities and will take into account the employee's conduct, demeanor, and record of attendance and tardiness.

- v. **Special Evaluations.** In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by supervisors at any time to advise employees of the existence of performance or disciplinary issues. It is a supervisor's prerogative, whenever circumstances require it, or when an employee's overall performance rating indicates that the employee "needs improvement" or is "unsatisfactory," to impose a special evaluation period, or take other disciplinary or corrective actions, upon an employee for a period of time not to exceed six months. During this time, the supervisor will prepare and submit regular performance appraisals to the General Manager. Imposing a special evaluation period requires written notice to the employee. The failure of an employee to correct performance problems during the special evaluation period can lead to termination. If the employee's performance improves satisfactorily during the special evaluation period, the special evaluation period will be terminated by written notice to the employee.

- vi. **Open Door Policy.** At times, an employee needs advice when unusual situations or problems develop. The District promotes an open-door policy about these matters to make it as easy as possible for an employee to talk over a problem with his or her supervisor or with other members of management.

C. **Salary or Hourly Rate Administration Programs.**

- i. **Competitive Pay.** To attract and retain high quality employees, the District endeavors to pay salaries or hourly rates competitive with those paid by other employers in the industry and in the applicable labor markets. In line with this objective, the District monitors its wage scales to ensure that they are kept in line with local economic conditions.
- ii. **Salary or Hourly Rate Grades.** Each position at the District has a job description. Each employee is assigned a salary or hourly rate grade based on their applicable job functions. Periodically, the District may

revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are directly job related. On occasion, individual employees may be assigned multiple job functions.

- iii. **Annual Review.** Salaries and hourly wages are reviewed on an annual basis, and if an employee is granted a wage increase, it will normally be effective on the employee's anniversary date unless another effective date is specified.
- iv. **Total Compensation.** An employee's total compensation from the District consists not only of the salary or wages that are paid but also of the various benefits that are offered, such as group health and life insurance and a retirement plan, as described in a later section of this manual.

D. **Work Hours and Attendance.**

- i. **Workweek.** The District workweek begins on Monday morning immediately after midnight and runs for seven consecutive days, through midnight of the following Sunday, to insure adequate employee coverage. The regular workweek for all full-time employees is forty hours. Work hours for employees who are not full-time, with appropriate lunch breaks, will be established by their supervisors. Some employees may have regularly scheduled weekend and holiday workdays.
- ii. **Breaks.**
 - a. District employees may take two 15-minute rest breaks during a normal eight-hour work day. One break may be taken during the first half of the shift and one during the second half of the shift. These breaks cannot be saved or combined with the lunch break or for other purposes. Individual rest periods will be controlled by the supervisors.
 - b. Employees who are scheduled to work a shift of five (5) hours or more will generally be allowed to take a lunch break at a time set by their immediate supervisor, department manager, or manager on duty. Lunch breaks are one-half (½) hour in duration and are counted as time worked.
- iii. **Work Schedule Changes.** Daily and weekly work schedules may be changed from time to time at the discretion of the District to meet varying conditions and needs. Changes in work schedules will be

announced as far in advance as practicable. The general policy of the District will be to provide a two-week notice.

- iv. **Varying Shifts.** Employees working at various District locations may be scheduled in varying shifts as established by their supervisors to cover the workload. In such case, unless otherwise specified by the supervisor or the General Manager, a regular shift will include ten hours of work-time with a one-half hour lunch break.
- v. **Attendance.** Regular attendance and punctuality are essential to performing quality work and providing quality service. The District depends on its employees' regular attendance and punctuality to help keep the wastewater treatment plant running smoothly. Employees are expected to be in attendance at their work location and ready to work at the beginning of their assigned shift, and are expected to continue working in their work area until the end of their assigned shift, except for authorized lunch and rest breaks. If employees' work takes them away from their assigned work area, they should let their supervisor know where they are going and how long they expect to be gone.
- vi. **Absence or Tardiness.** If an employee is going to be late to work or absent from work because of sickness, injury or an emergency situation, the employee shall notify his or her immediate supervisor or, if the immediate supervisor is not available, the supervisor on duty of that fact as soon as possible, but no later than one hour before the beginning of the shift, unless the employee is unable to provide such notification within that time due to the nature of the illness, injury, or emergency, in which event notification must be given as soon thereafter as possible. Failure to do so may result in disciplinary action.
- vii. **Excessive Absenteeism or Lateness.** Any unexcused tardiness or unauthorized absence may subject an employee to disciplinary action, up to and including immediate dismissal. Any employee who is absent for three (3) or more consecutive workdays without authorization shall be deemed to have resigned.
- viii. **Recording Work Hours.** It is the policy of the District to comply with applicable laws that require records to be maintained of the hours worked by each employee. To ensure that accurate records are kept of the hours each employee has actually worked and of the accrued leave time each employee has taken and to ensure that employees are paid in a timely manner, each employee is required to record his or her time worked on the District's official time form or electronic timekeeping

software. Employees are responsible for their own time. Employees must submit time cards to supervisors on or before the Monday following the pay period end. Supervisors will review and approve time cards prior to submission to payroll. Each employee is expected to ensure that his or her actual hours worked and leave time taken are recorded accurately. Falsification of a time record is a breach of District policy and is grounds for disciplinary action, including possible discharge.

E. **Regular Pay Procedures.**

- i. **Pay Schedule.** District employees are paid every other Friday.
- ii. **Direct Deposits Required.** Employees shall be required to establish an account for direct deposit of their paychecks prior to their first payroll.
- iii. **Status Changes.** All salary, wage and status changes shall become effective on the first day of the payroll period following the salary or status change.
- iv. **Mandatory Deductions.** The law requires that the District make certain deductions from every employee's compensation. The following items are automatically deducted from wages and salaries:
 - a. Federal withholding tax;
 - b. Utah State withholding tax;
 - c. Social Security and Medicare tax (FICA); and
 - d. Amounts subject to garnishment.
- v. **Voluntary Deductions.** Eligible employees may make arrangements to have any of the following items deducted from their pay:
 - a. Contributions to 401(k) and 457 plans;
 - b. Group insurance premiums;
 - c. Credit union or bank deposits;
 - d. Cafeteria plan deductions; and
 - e. Other approved deductions.

- vi. **Statements.** Statements are provided to employees showing the amount earned for each pay period (gross pay), the deductions taken, the amount of take-home pay, and vacation, compensatory time and sick leave accruals. Employees should retain these statements for their records. Employees are expected to report mistakes in the statements immediately to the District's payroll administrator (currently the administrative assistant to the General Manager). The payroll administrator will be able to answer any questions regarding the deductions taken from an employee's pay or how those deductions were calculated.

F. **Overtime Pay Procedures.**

- i. **FLSA.** It is the policy of the District to comply with the Fair Labor Standards Act of 1938 ("FLSA"), as amended. Each supervisor and District official is responsible for ensuring compliance with the FLSA in his or her department.
- ii. **Overtime for Nonexempt Employees.** Employees classified as nonexempt (see the classifications of employment policy section for the definition of "nonexempt employee") will receive compensation for approved overtime work. Any time worked by non-exempt employees in excess of 40 hours in any one workweek will be considered overtime.
- iii. **Overtime to be Minimized.** Supervisory personnel are expected to organize their department workloads to minimize overtime by adjusting staffing and/or employee work schedules so that essential work assignments will be performed during regular hours. However, from time to time the needs of the District make it necessary for employees to work more than they generally are scheduled to work. Employees are required to be available to work overtime hours as necessary as a condition of continued employment.
- iv. **Overtime Must be Authorized.** All overtime worked must be specifically authorized and approved in advance by an employee's supervisor. No employee may authorize overtime for himself or herself. The only exceptions allowed are for bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval. Supervisors are expected to attempt to provide reasonable notice to employees when the need for overtime work arises. However, advance notice may not always be possible.

- v. **Overtime Period.** As required by law, overtime compensation is based on actual hours worked and, therefore, only hours actually worked in any one workweek will be used in calculating overtime. Time for which an employee is paid but for which no work is performed, such as paid holidays and absences covered by vacation leave, sick leave or other paid absences, will not be counted as hours worked in calculating overtime.
- vi. **Rate of Pay.** For non-exempt full-time employees covered under the overtime provisions of the FLSA, overtime will be paid at the rate of time and one-half the regular rate of pay for hours actually worked in excess of 40 hours worked in a workweek. Overtime is not calculated on a daily basis.
- vii. **Exempt Employees Ineligible.** Individuals in exempt classifications are paid a regular salary, which is not based upon the numbers of hours worked. Exempt employees are expected to work whatever hours are necessary to fulfill the complete responsibilities of their jobs. Exempt employees are not entitled to overtime compensation under federal wage and hour laws and will not receive overtime pay.

G. **Holiday Pay.**

- i. **Rate.** If a regular hourly employee's shift falls on a recognized holiday, the non-exempt employee will be paid the usual hourly rate for actual hours worked on the holiday and will be given the option of receiving compensatory time as provided in the "Compensatory Time" section below or of being paid for that time as holiday pay. (By way of illustration, if an employee is scheduled to work on a holiday, the employee will either, at the employee's election, be paid double time for the time worked or be paid straight time and also receive a compensatory day off.)
- ii. **Compensatory Time.** Compensatory time (time off taken at a later date) may be accrued in the amount of hours logged when an employee works a Holiday, or may be accrued for other reasons as approved by the General Manager. Compensatory time must be requested by the employee on the employee's timecard. Compensatory time may be accrued up to a maximum of 80 hours per year. Any requests for compensatory time that would cause an accrual greater than 80 hours will not be granted and the balance will be paid as holiday pay. Upon termination, the employee will be compensated for each hour of accrued compensatory time, at the employee's hourly rate at the time of termination.

- H. **Certification and Training Pay.** If the District's activities are regulated and training and appropriate certifications are required for a particular job description, an employee passing a required certification test or otherwise receiving a required certification may receive additional compensation as specifically approved by the Board.
- a. **Longevity Compensation.** Once an employee has reached the top of the applicable pay scale, the employee may be entitled to a longevity increase. A possible longevity increase will be reviewed as part of the employee's annual performance review and can range from no increase to a 2% increase as determined by the employee's supervisor and the General Manager, in line with budgetary constraints and Board approval.

IV. TIME-OFF POLICIES

- A. **Vacations.** The District grants annual paid vacations to its regular full-time and regular part-time employees. Temporary or seasonal employees do not accrue vacation time. Vacation leave will not accrue during periods when an employee is on leave without pay.
- i. **Full-Time Employees.** The amount of vacation time to which a regular full-time employee is entitled depends on the employee's length of service as of the employee's anniversary date, up to the maximum hours indicated:

<u>Years of Service</u>	<u>Rate Per Pay Period</u>
0 through 2	___ hours
3 through 10	___ hours
11 through 15	___ hours
16 through 20	___ hours
20. plus	___ hours

- iii. **Part Time Employees.** Regular part-time employees accrue vacation time at a monthly rate based upon the following formula: $a \times b$ = hourly rate per month, where "a" is a fraction, the numerator of which is the average number of hours worked per week by the part-time employee and the denominator of which is the number 40 and "b" is the rate per month specified in the table found in subsection 4.1.1 based upon the number of years of service. The regular part-time employee's total annual vacation time may be determined by multiplying the monthly rate calculated according to the foregoing formula by the total number of months worked during the year and rounding the product to the nearest whole hour.

- iii. **Maximum Accrual.** Paid vacation leave for a regular full-time employee may accrue up to a maximum of 200 hours (i.e., 20 ten-hour days). Paid vacation leave for a regular part-time employee may accrue up to a maximum number of hours determined by applying the following formula: $a \times 200 = \text{maximum allowed vacation accrual}$, where “a” is a fraction the numerator of which is the average number of hours worked per week by the regular part-time employee and the denominator of which is the number 40, with the product to be rounded up to the nearest whole hour. Any accrued vacation leave beyond the maximum shall be deemed forfeited unless utilized prior to the end of the calendar year in which the maximum has been accrued.
- iv. **Use.** Employees become eligible to take vacation time as soon as the time has accrued. An employee may not, however, be able to take accrued vacation time whenever he or she desires. Vacation requests must be submitted to the employee’s supervisor in advance with due regard to the supervisor’s need to schedule around absences. Vacations of longer than 1 day will generally require a week’s notice. The timing of vacation leave will be determined by the supervisor with due regard to the employee’s wishes and the needs of the District. Employees are encouraged to use their accrued vacation time within one year of its accrual. Employees will not be eligible to take paid vacation leave in advance of its actual pay period accrual.
- v. **Rehired or Reinstated Employees.** Former employees rehired with reinstatement rights following military service or reinstatement from reduction in force status will assume the same eligibility for vacation that they had before their termination.
- vi. **Terminating Employees.** Employees who voluntarily terminate their employment with the District with at least two (2) weeks advance written notice, or who are terminated by the District without cause, will be paid for all unused vacation leave accrued at the time of termination, not to exceed 200 hours.
- vii. **Holiday Within Vacation Period.** In the event that a holiday observed by the District falls within a scheduled vacation period, that holiday will not be counted as vacation time but, rather, will be taken as a paid holiday.
- viii. **Vacation Records.** The designated payroll clerk will maintain complete and accurate vacation leave records for all District employees.

B. Holidays.

- i. Designated Paid Holidays.** Any days designated from time-to-time as holidays by the District Board shall be considered legal holidays for the District's regular employees. The following days have been designated by the Board to be paid holidays.

<u>Holiday</u>	<u>Usual Day Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth Day	June 19th (or day that it is observed by the State)
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Holiday	4th Thur. of November and the following Friday
Christmas Day	December 25 th
Personal Day	Employee specified with supervisor approval

- ii. Holidays Subject to Change.** The Board may change designated paid holidays at any time at the Board's sole discretion with or without amending this Subsection. Any such change shall be effective upon its approval by the Board and shall thereupon supersede and replace the foregoing designated holidays.
- iii. Holiday on Weekends.** When a holiday falls on a Saturday, it will be observed on the preceding workday. When it falls on a Sunday, it will be observed on the following workday.
- iv. Holiday on Scheduled Days Off.** If a holiday should fall on the employee's day off, the employee will, with the approval of the department head, observe the holiday by taking the day off before or after the employee's scheduled day off. Otherwise, the timing of the day off in lieu of the holiday will be determined by the department head, his or her decision being final.
- v. Paid Status Required.** Holiday pay will not be paid and an "in lieu" day will not be provided to an employee unless the employee is on paid status the workday preceding and the workday following the holiday. Paid status means at work, on approved paid vacation leave, or on approved

paid sick leave or funeral leave. Paid status does not include leave without pay, unapproved sick leave, or suspension.

- vi. **Employees Required to Work on Holidays.** When a shift position is required to be filled on a holiday, the scheduled employee will work the shift and cannot take the holiday, without the approval of the General Manager.

V. LEAVE POLICIES

A. Sick Leave.

- i. **Benefit.** Paid sick leave is a privilege, not a right. Paid sick leave is a benefit afforded to all full-time employees under the following circumstances: (a) when an employee is sick or injured and cannot perform normal job duties; (b) for non-routine medical or dental appointments of the employee or an immediate family member; or (c) to care for an immediate family member who is sick or injured. Routine medical or dental appointments should be scheduled on days when the employee is not scheduled to work, whenever possible. For purposes of sick leave, an immediate family member includes the employee's spouse, child, mother or father. A stepchild, foster child, stepmother and stepfather shall be treated the same as a child, mother or father for purposes of this policy.
- ii. **Accrual.** Sick leave will accrue for all regular full-time employees at the rate of ____ hours for each month of service. Sick leave will accumulate to a maximum of ____ hours. Paid sick leave will not accrue when an employee is on leave without pay status, unapproved sick leave or suspension.
- iii. **Payout Upon Retirement.** Upon retirement, an employee shall be paid for unused sick leave as follows: Employees who opt for retirement with the District shall be paid in cash for one-half (½) of all unused accumulated sick leave to a maximum of 480 hours. No payment or other consideration shall be owed to the employee upon retirement for additional unused accumulated sick leave.
- iv. **Utilization of Sick Leave.** A full-time employee will be eligible to use accrued sick leave with pay for time off due to the illness (including maternity) or injury of the employee or a member of the employee's immediate family, or because of doctor, dental or other medical appointments for the employee or immediate family member.

- v. **Scheduling of Medical Appointments.** Time off from work for the purpose of medical and dental examinations and treatments for an employee may be charged to sick leave. Employees should attempt to schedule routine health care appointments for times other than when they are scheduled to work, if possible. If a full-time employee needs time off for a routine health care appointment, the employee must notify and obtain the approval of his or her supervisor or department manager at least 48 hours in advance of the scheduled appointment.
- vi. **Notification.** Employees who will be late to work or absent from work because of illness, injury or medical problems, or the need to obtain medical care, regardless of whether they are eligible for paid sick leave, must attempt to arrange for a replacement, if required to do so by their department, and must notify their department manager or supervisor that they will be late or absent at least one (1) hour prior to the scheduled starting time of the employee's regular shift, unless such notification is impossible due to the nature of the illness, injury, medical problem, or medical care, in which event such notification must be given as soon thereafter as possible. An employee on sick leave must keep the supervisor or department manager informed of the recovery progress during a prolonged absence due to illness or injury.
- vii. **Minimum Time Increments.** Employees will be required to use sick leave in one-hour increments.
- viii. **Once Sick Leave is Exhausted.** If a full-time employee who is absent from work because of an illness or other medical reason does not have any accrued sick leave, the employee shall be required to use his or her accrued vacation leave until all such accrued vacation leave has been exhausted, at which time any additional time off for illness or other medical condition will be treated as leave without pay.
- ix. **Medical Statements.** If an employee is absent from work due to an illness or injury or other medical reason for a period of three (3) working days or more, the employee must, as soon as reasonably possible thereafter, present to his or her supervisor a medical statement from a physician stating the reason for the employee's absence from work and certifying that he or she is unable to return to work. Once the employee is prepared to return to work, the employee will be required, by the employee's supervisor or department head or by the General Manager, to submit a certificate from the attending physician confirming that the employee is able to resume work as a condition of being allowed to return to work.

For any sick leave, regardless of duration, at the request of the District, an employee will be required to provide verification of the circumstances surrounding the absence from work for illness, injury, medical problems or medical care, including a doctor's verification of the employee's or immediate family member's illness, injury or medical condition.

- x. **Records.** The payroll clerk, as designated by the General Manager, will be responsible for maintaining complete and accurate sick leave records for all District employees.
- xi. **Conversion of Unused Sick Leave to Vacation or Payout.** Upon accumulation of the maximum ____ hours of sick leave, at the election of the employee, either (1) all sick leave accrued and not used thereafter may be converted to vacation at the end of the calendar year, or (2) the employee may receive pay at the end of the calendar year at the employee's regular rate of pay for 50% of the employee's accumulated sick leave in excess of ____ hours. The conversion must be either to vacation or payout and cannot be a combination of the two options.

B. Funeral Leave.

- i. **Immediate Family Member.** It is the policy of the District to grant funeral leave with pay to any full-time or part-time employee who suffers the loss of an immediate family member. For purposes of this funeral leave policy, an immediate family member is defined as a wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, daughter-in-law, son-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, grandchild, brother-in-law, or sister-in-law. A stepchild, stepmother or stepfather shall be treated the same as a child, mother or father, respectively.
- ii. **Time Off.** Upon the death of an immediate family member, an eligible employee will be granted up to 3 consecutive work days of paid leave. No funeral leave will be granted for any loss other than the loss of an immediate family member but, with the approval of the employee's immediate supervisor, an employee may use accrued vacation time to attend such funerals.
- iii. **Arrangements.** Requests for funeral leave and statements of the funeral leave duration will be given to the General Manager or designee as quickly after the immediate family member's death as is practicable in accordance with the requirements of this Section.

C. **Jury and Witness Duty Leave.**

- i. **Judicial Proceedings.** The District recognizes the duty of employees to serve on juries or as witnesses within the judicial system. When a full-time regular employee is summoned to serve on a jury or is required by subpoena to appear as a witness in a case where the employee is not a plaintiff or a defendant, unless the employee elects to keep the compensation received for jury service or the witness fee, as appropriate, the employee will be paid his/her full salary or wage during the period in which he/she would normally work for up to a maximum of twenty working days per calendar year.
- ii. **Work Requirements.** Jury duty or witness leave only covers time lost during regular working hours and does not cover “after hours” time, weekends when the employee is not scheduled to work or times when the employee would normally not be scheduled to work. An employee is expected to report to work before and/or after jury duty or appearing as a witness when possible during the normal working day. An employee on jury duty or called as a witness will be expected to work as much of the regularly scheduled shift as the jury duty or witness schedule permits, to the extent that combined time on jury duty and at work does not exceed ten (10) hours on a given day (12 hours for certain rotating shift employees.)
- iii. **Employee Election Regarding Payment.** An employee shall have the option of either accepting compensation for service on the jury or as a witness or of receiving his or her regular pay for the period of jury or witness service up to a maximum of twenty working days per calendar year, but not both. If the employee elects to receive his or her regular pay from the District, any fees or compensation received by the employee for time missed from his or her regular working schedule for service rendered as a juror or witness must be turned in to the District. Payment for jury duty or serving as a witness which does not conflict with an employee’s regular working schedule and compensation for mileage is not to be turned in to the District. Should an employee be called for jury duty or to testify for a period of more than twenty working days during any calendar year, after the end of the twentieth working day, the employee may elect to take leave without pay or may take accrued vacation, and may retain the compensation received for service as a juror or witness, but shall not otherwise receive his or her regular pay from the District for additional time served as a juror or witness.

- iv. **Notification of Supervisor.** An employee who receives notice of jury duty or a subpoena to serve as a witness must notify the employee's supervisor as soon as possible so arrangements can be made to cover the position. If an employee holds a position essential to the operation of the District or the employee's absence from work over a prolonged period of time would cause a hardship for the District, the supervisor will notify the General Manager who may ask the employee to request the court to excuse the employee from serving. If such relief is not granted by the court, the policy outlined herein will remain in effect.
- v. **Qualification.** To qualify for jury or witness duty, an employee must submit to his or her supervisor a copy of the notice of jury duty or witness subpoena as soon as it is received. In addition, an employee must notify the employee's supervisor when the period of jury or witness duty is completed.
- vi. **No Paid Leave if a Party to the Litigation.** Jury duty or witness leave does not apply when an employee appears in court, at arbitration proceedings or at a deposition in litigation in which the employee is a party.
- vii. **Where Employee Is a Party.** An employee may, with proper advance arrangements, be allowed to take accrued vacation time or be given time off without pay to attend a deposition, trial, or other legal proceeding in a case in which the employee is a party.
- viii. **Employees Who Are Not Full-time.** Employees who are not full-time regular employees will be given time off without pay when required to appear as a witness or to serve as a juror.
- ix. **Testifying for the District.** An employee who is subpoenaed or otherwise requested or required to testify in a civil or criminal court, in arbitration proceedings or at a deposition, on behalf of the District regarding a work-related event shall be compensated for the time that the employee was scheduled but not able to work for the District by reason of the employee's attendance in court or at the arbitration proceeding or deposition.

D. Military Leave.

- i. **Guard and Reserves.** A full-time District employee will be granted leave with differential pay to fulfill his or her annual two-week active duty training in the National Guard or Armed Forces Reserves. An employee participating in this training must submit to his or her department head

appropriate written orders received from the employee's Guard or Reserve unit evidencing the employee's obligation to attend such training. Military leave with pay under this Subsection shall not exceed ten (10) working days in any one calendar year. All military leave taken shall be reported on payroll time sheets. An eligible employee who is in the Guard or the Reserves also will be granted time off without pay to perform his or her weekend duty requirements. *[Utah Code § 39-3-2 mandates that state employees are to receive full pay for up to 15 days per year for "duty at annual encampment or rifle competition or other duties in connection with the reserve training and instruction requirements of the armed forces of the United States, including the National Guard of this state." The Section also states that municipal and county employees "may" receive similar benefits "at the discretion of the employing county or municipality." Section 39-3-2 does not apply to the District. The District's employees are not state employees, and the District is neither a municipality nor a county. Consequently, the differential pay benefit provided under this Subsection is not mandated by state law, and may be eliminated by the District.]*

- ii. **Active Service.** Employees who voluntarily enlist, are drafted into, or are called into active military service in any branch of the Federal armed forces will be granted a military leave of absence for the period of active duty. Employees granted such leave of absence shall have re-employment rights and other statutory benefits to the extent required by applicable law. An employee who has been on a military leave of absence and who desires to return to work with the District must, upon completion of such military service, give the District advance written or verbal notice of his or her intent to return to work, and actually return to work, in accordance with the provisions of 38 U.S.C. § 4312.
- iii. **Conflict with Applicable Law.** In the event of any conflict between Section 5.6 of the District's Personnel Policies and Procedures Manual and applicable law, particularly Sections 4301 through 4333 of Chapter 43, Title 38 of the United States Code, and Chapter 3 of Title 39 of the Utah Code, as they may be amended and replaced from time to time, applicable law shall control.

E. Education and Training Leave.

- i. **Required by the District.** If an employee is required by the District to participate in a designated education or other training course, paid leave will be granted to allow the employee to participate in the course.

- ii. **Cost Reimbursement.** Employees of the District will be reimbursed for necessary costs, including tuition and books, for any course or other training that is required by the District.

F. **Unpaid Personal Leave.**

- i. **Policy.** Since the District has fewer than 50 employees, the Federal Family and Medical Leave Act of 1993 (FMLA) is not applicable to the District's employees. The District nevertheless provides limited opportunities for unpaid leave for situations that are not covered by other sections of this policy.
- ii. **Leave Approval.** Extended leaves of absence without pay may be granted by the General Manager for periods of not to exceed six (6) months to District employees because of illness or injury, for educational purposes, and for other legitimate reasons. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the District will not be adversely affected thereby.
- iii. **Request Required.** An employee who intends to take unpaid leave must submit a written request for unpaid leave to the supervisor and the General Manager as far in advance of the anticipated leave date as practicable. If the absence is due to an emergency, the employee or a member of the employee's immediate family must inform the supervisor or head of the department as soon as practicable. That notice should be followed by a written leave request, normally submitted within three (3) days of the beginning of the unpaid leave. All leave requests based upon a medical need must be accompanied by an appropriate certification from the attending physician, indicating the condition necessitating the leave request and the projected date of return to work. If the leave request is granted, the employee will be required to provide additional physician's statements to the District at least once every thirty (30) days, or more frequently if requested, attesting to the employee's inability to work. The employee may also be required to provide the District access to the employee's medical records or to submit to an examination at any time by a physician designated by the District.
- iv. **Approval Discretionary.** Requests for unpaid leave may be granted in the sole discretion of the District's General Manager, in consultation with the employee's immediate supervisor and the department head (who may be the same person).

- v. **Additional Requirements Applicable to Maternity Leave.** Under normal conditions, maternity leave without pay will be granted to full-time regular employees. Pregnant employees are allowed to work as long as their health permits. All leave granted will expire three months following the date of delivery unless extended in the discretion of the General Manager. A maternity leave will not be extended unless supported by a doctor's certificate. A written statement from the attending physician indicating the anticipated delivery date will be required so that proper departure and return-to-work dates may be arranged.
- vi. **Medical Clearance.** At the time of reinstatement following an unpaid leave of absence due to an employee's health condition, the employee must present a medical clearance from the attending physician to the General Manager.
- vii. **Other Employment Generally Prohibited.** An employee may not accept other employment while on an unpaid leave of absence without first having obtained the written consent of the General Manager. Otherwise, the District will be entitled to consider that the individual has resigned from District employment effective as of the first day of leave taken by the employee.
- viii. **Termination of Leave.** A leave of absence without pay granted to an employee may be terminated prior to the expiration date thereof by the department head with the consent of the General Manager. Failure of an employee to report for duty (if a position is available) promptly at the expiration or termination of his or her leave or violation of an agreement or understanding entered into by the employee relative thereto, shall be just cause for final discharge and the removal of the employee's name from all eligibility lists on which it may appear.
- ix. **Exhaustion of Compensatory Time and Vacation.** Prior to an employee being granted leave of absence without pay status, all accrued compensatory time and vacation leave must first be exhausted.
- x. **Filling the Vacancy.** Positions temporarily vacated by granting unpaid leaves of absence may be filled on a temporary or permanent basis. If a temporary replacement is hired and the employee on leave violates the terms of the leave, or fails to comply with a request by the General Manager to return to work, the District may grant full-time status to the temporary employee or conduct an open recruitment.

- xi. **Benefits.** Except as otherwise specifically provided in this subsection, no benefits (i.e. vacation or sick leave accrual, insurance provided by the District, etc.) will accrue while an employee is on an approved extended unpaid leave of absence. Where the unpaid leave of absence is expected to last no more than one month, and for maternity leave, the District may, at its discretion, continue the employee's health insurance coverage provided, however, if the District does not pay 100% of the premium cost of health insurance for its employee's, the employee will be required to continue to pay the employee's portion of the premium. Unless the District continues to provide health insurance coverage as provided in the immediately preceding sentence, if "COBRA" health insurance coverage is available to an employee during an unpaid leave of absence, and the employee desires continuing health insurance coverage, the employee will be expected to make the appropriate arrangements and to make all required premium payments. Where COBRA coverage is not available, with the consent of the insurance carrier (if required) employees desiring to continue health insurance coverage while on an unpaid leave of absence may receive such coverage by making arrangements to pay the entire premium during the leave period and by timely making each premium payment.
- xii. **Re-employment Not Guaranteed.** Unless applicable state or local law requires otherwise, reinstatement cannot be guaranteed to any employee returning from extended unpaid leave. However, the District endeavors to place employees returning from approved unpaid leave in their former positions or positions comparable in status and pay, subject to budgetary restrictions, the District's need to fill vacancies, the availability of such positions and the ability of the District to find qualified replacements. Employees who desire to return to work for the District after having been granted an unpaid leave of absence must apply for reinstatement prior to the end of the leave of absence and in no event later than six (6) months from the date that such leave was granted. Upon being rehired, an employee will be restored to his or her level of seniority and the pay step which had been achieved prior to the leave of absence, unless the employee is rehired at a higher or lower grade level, in which case the employee will be assigned a pay step which is appropriate for the new position.

VI. GROUP HEALTH AND BENEFITS

- A. **Employee Benefits.** The District has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to

help employees plan for retirement and enhance their job-related skills. Group health and life insurance is furnished and available retirement benefits may be described more fully in summary plan description booklets.

- B. Social Security.** District employees automatically participate in the federal Social Security plan. The District matches the employee contribution. Social Security benefits and rules change from time to time. By calling the Social Security office, information on current policies and benefits can be obtained.
- C. Utah State Retirement System.** The District is a member of the Utah State Retirement System. Participation in the plan is mandatory for all qualified personnel. Qualified personnel are all District regular employees who work an average of 20 hours per week or more on an annual basis. Retirement coverage under Utah Retirement Systems (URS) shall be administered in accordance with the statutory rules governing Utah Retirement Systems. The District pays 100% of the retirement contribution to the Utah State Retirement System at current non-contributory system rates. Two defined contribution plans are available. Tier I is for employees hired prior to July 1, 2011. Tier II is for employees hired on or after July 1, 2011. Both plans are fully funded by the District. Full details of these retirement plans are available at www.urs.org.
- D. Insurance Coverage for Leave Without Pay.** Any employee who is on leave without pay for a period of 30 or more consecutive calendar days may be permitted to continue coverage under the group insurance program if permitted under the terms of the program and if the employee pays the total premium required to maintain coverage for the duration of the absence.
- E. Workers' Compensation.**

 - i. Benefits.** Accidental injuries or occupational diseases arising out of or in the course of an employee's employment with the District are covered by the State of Utah Workers' Compensation Insurance. The insurance coverage, subject to state and federal law, pays the following benefits:

 - a.** Medical and drug bills.
 - b.** Allowance for lost time from work.
 - c.** Permanent loss of body function at predetermined rates for each part of the body by percentage of disability.
 - d.** At death, pays \$1,000 funeral benefit and weekly allowance to the widow and/or dependents up to a period of six years.
 - e.** May pay for a portion of the decrease in earning capacity created by a job-related injury or disease.

f. An employee may use sick or vacation leave to supplement Workers' Compensation benefits only up to the employee's full rate of pay.

ii. **Accident Reports.** Employees shall report all job-related accidents or injuries immediately, no matter how slight, to their supervisors. An employee claiming to have suffered an accident or injury who fails to give notice of the nature, extent, and location of the accident or injury within 48 hours of the occurrence might have his or her benefits reduced by 15%. Failure to report an accident or injury within one year of the occurrence might bar any right to Workers' Compensation.

iii. **Health Insurance Exclusions.** Injuries and diseases covered under Workers' Compensation are not covered by the District's medical and health insurance.

F. Unemployment Insurance.

i. **Benefits.** The District, through the Utah State Employment Security Administration and based on the employment of the employee and applicable state and federal law, offers unemployment compensation benefits.

VII. PROMOTION, DEMOTION, OR TRANSFER

A. Promotion. When an employee is promoted, the employee's rate of pay shall be determined as follows: If the salary received in the previous position is below the minimum rate for the new position to which the employee is promoted, the employee's rate of pay shall be increased to the minimum rate for the new position. If the salary received in the previous position is higher than the minimum rate for the new position to which the employee is promoted, the employee's rate of pay shall be determined by the General Manager, but may not be lower than the employee's current salary. All adjustments to an employee's wages shall become effective at the start of the pay period following the effective date of the promotion.

B. Demotion. When an employee is demoted, the employee's rate of pay shall be determined as follows: If the current salary received in the prior position falls within the pay range for the new position to which the employee is demoted, the employee's rate of pay shall not change. If the salary received in the prior position is greater than the maximum for the new position to which an employee is demoted, the salary shall be reduced to the maximum rate for the new

position. All adjustments to an employee's wage shall become effective at the start of the pay period following the effective date of the demotion.

- C. **Transfer.** When an employee transfers from one position in a class to another position within the same class, the employee's rate of pay shall remain unchanged.

VIII. EMPLOYEE CONDUCT

- A. **At-Will Employment .** Each District employee is an at-will employee and, as such, either the employee or the District may terminate his or her employment at any time, with or without notice and with or without cause. Nothing contained herein shall in any way be construed as altering or negating the at-will relationship between the District and its employees.
- B. **Professionalism .** The District is a professional organization whose employees are expected to adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with their supervisors, co-workers, and the public.
- C. **Dress.** Discretion in style of dress and behavior is essential to the safe, efficient operation of the District. Employees are, therefore, required to dress in appropriate business or work attire (uniforms) and to behave in a professional, businesslike manner. Field employees are generally expected to wear District-provided uniforms while working in the field. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the District.
- D. **Work Areas.** Employees are required to keep their work environments clean and orderly. Before departing in the evening, employees should secure all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.
- E. **Attendance.** The District expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illness and injuries may occur, the District has established a sick leave plan to compensate full-time regular employees for certain time lost for legitimate medical reasons. (Please consult the appropriate sections of this manual for information regarding these benefits.)
- F. **Guidelines for Appropriate Conduct.**

- i. **Responsibilities.** As an integral member of the District team, you are expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also requires that both in your business and in your personal life, you refrain from any behavior that might be harmful to you, your co-workers, and/or the District, or that might be viewed unfavorably by current or potential customers or by the public at large.

- ii. **Examples of Inappropriate Conduct.** Employees who engage in any of the following types of behavior may be subject to disciplinary action, up to and including immediate termination. This list is not intended to identify every type of inappropriate or unacceptable conduct for which disciplinary action may be taken.
 - a. Refusing or failing to comply with a reasonable work request or to follow the written or oral instruction of a District supervisor;
 - b. Engaging in other acts of insubordination;
 - c. Sleeping while on duty;
 - d. Being convicted of a felony;
 - e. Engaging in the use, possession or distribution of pornographic or other obscene or sexually explicit materials while on District property or while on duty as a District employee;
 - f. Engaging in conduct that may endanger the safety of other employees or the public;
 - g. Inducing or attempting to induce any District employee to commit an act that violates any District rule, regulation, policy or directive;
 - h. Performing job duties in an incompetent, inefficient or unsatisfactory manner;
 - i. Damaging, defacing, destroying, wasting or abusing property belonging to the District, another employee, a vendor, a customer or any other person or entity;

- j. Stealing or engaging in the unauthorized taking or use of District money or property or the money or property of a co-worker, vendor, customer or other person or entity;
- k. Falsifying, or making material omissions on, employment applications, personnel records, time records, or other District documents or records;
- l. Fighting with a co-worker, vendor or customer, fighting on District property, or using obscene, abusive or threatening language or gestures;
- m. Using, threatening, or attempting to use personal or political influence to secure preferential treatment, special favors or consideration as a District employee or soliciting or accepting gratuities from customers or vendors;
- n. Using or being under the influence of intoxicants (except where authorized) or non-prescribed drugs while on duty or on District property, or otherwise violating the District's drug and alcohol policy;
- o. Entering or recording time or other information on another employee's time record without authorization;
- p. Failing to abide by occupational health and safety guidelines or common safety practices;
- q. Failing to treat a co-worker, vendor or customer with courtesy and respect;
- r. Violating the District's policies regarding discrimination, sexual harassment or other forms of harassment, or making sexual advances or lewd comments to a vendor, customer or other person;
- s. Failing to get along, cooperate, or work harmoniously with, other employees, supervisors, managers, customers, vendors, or the public, or creating discord or lack of harmony in the workplace;
- t. Failing to maintain the confidentiality of District, customer or client information;

- u. Having excessive absenteeism and/or tardiness;
- v. Engaging in horseplay, practical jokes or other unsafe or disruptive activities in the workplace;
- w. Using profane, abusive or offensive language toward, or in the presence of, District officials, managers, supervisors, employees, vendors, customers or other persons;
- x. Failing to report to work when scheduled without notifying the supervisor or General Manager in advance, unless it was impossible to give such advance notice;
- y. Being inattentive to work, failing to start work at the designated time, quitting work early, or leaving the job during working hours without prior authorization from the supervisor or department head;
- z. Soliciting or collecting donations or contributions while on duty or while on the District's premises without authorization;
- aa. Distributing written or printed literature or circulating a petition while on duty or while on the District's premises without authorization;
- bb. Neglecting work or abandoning duties;
- cc. Engaging in immoral or indecent conduct;
- dd. Making false statements or engaging in dishonest acts or conduct;
- ee. Failing to comply with established District rules, regulations, policies or procedures;
- ff. Engaging in the unauthorized, negligent or careless use of District equipment or materials;
- gg. Operating a District vehicle without the proper license;
- hh. Failing to notify a supervisor of traffic violations, if required;
- ii. Working unauthorized overtime hours;

- jj. Being involved in the creation, publication or dissemination of any derogatory, denigrating, defamatory or threatening communication, either written or oral, regarding the District, any of its employees, supervisors, managers, vendors or customers, or the services that the District provides;
- kk. Conducting personal business on District time;
- ll. in intimidating, coercive, abusive, rude, disrespectful, harassing or threatening conduct or language toward managers, supervisors, other employees, vendors, customers or any other person;
- mm. Repeatedly being unavailable to work the employee's regularly scheduled shift;
- nn. Gambling on District property;
- oo. Abusing or violating the District's policy relating to vacation leave, sick leave, holiday leave, family and medical leave, funeral leave, jury duty leave, military leave, or any other District-provided benefits;
- pp. Smoking or otherwise using tobacco in unauthorized areas or at unauthorized times;
- qq. Engaging in outside employment or an outside activity that creates a conflict of interest or adversely affects performance.
- rr. Excessive, unnecessary, or unauthorized use of Districts supplies, particularly for personal purposes;
- ss. Violating any applicable federal, state or local law or regulation;
- tt. Engaging in any illegal, unethical, abusive or unsafe act; pr
- uu. Use of cell phones while operating any motorized vehicle while on District business. Including talking on phones, text messaging, emailing, web browsing, etc.

G. Disciplinary Action Process.

- i. **Discipline.** An employee who engages in any unacceptable conduct or activities, whether or not it is listed above, may receive some form of disciplinary action, up to and including immediate termination.
- ii. **Progressive.** Subject to this manual's at-will policies, the District has a disciplinary action process that involves the concept of progressive discipline, meaning that disciplinary action for repeated violations generally become more severe with each additional incident. Under this process, an employee may receive a verbal or written warning or reprimand, a suspension with or without pay, or immediate discharge, depending on the nature of the violation and the circumstances involved. No mechanical formula determines the disciplinary action to be imposed. The District may choose, in its sole discretion, not to impose any progressive disciplinary action prior to terminating an employee's employment with the District.

H. Appeal Procedure.

- i. **General Manager's Authority.** An employee who is terminated, demoted, or who receives any other discipline more serious than a verbal warning or a written warning may appeal the discipline to the General Manager, unless the General Manager personally approved the discipline, in which event the appeal of a termination of employment may be taken to the Board the following subsection. An appeal to the General Manager will not be formal. However, in the General Manager's discretion, witnesses other than the grieving employee and the supervisory personnel who imposed the discipline may be heard either in support of or in opposition to the discipline. The General Manager will generally issue a written decision on a grievance appeal within 10 working days after the completion of the General Manager's investigation. In conducting that investigation, the General Manager may consider information provided by the grieving employee, involved supervisory personnel and others. With the exception of discipline which involves termination, the decision of the General Manager shall be final.
- ii. **Board Review.** A decision handed down or affirmed by the General Manager involving the termination of an employee may be appealed to the Board, or to a committee of at least three persons, a majority of whom must be Board members, appointed for that purpose by the Board. If a committee is appointed, a decision supported by a majority of the members of the Committee shall be the decision of the Committee. All decisions of the Committee shall be reported to the Board, but decisions of the Committee shall be final.

- i. Hearings before the Board or the committee shall be informal, with or without a record being made in the discretion of the Trustee chairing the meeting. The terminated employee may present his or her case personally, or through a representative of choice. Being informal, the hearing will not be bound by legal procedures or by legal rules of evidence. Management's case may be presented by the General Manager or by anyone selected by the General Manager. The Trustee chairing the meeting will control the proceedings and may remove anyone from the meeting who is being disorderly or disruptive. At the discretion of the Chair, witnesses called either in support of or in opposition to the termination which is the subject of the appeal may be excluded from the meeting room except when directly presenting information provided, however, that the terminated employee and management's representative are not to be excluded from any portion of the meeting (excluding deliberative portions) even though that person may also be a witness who will present factual information to the Committee. Witnesses may, or may not, be sworn to tell the truth, in the discretion of the Trustee chairing the meeting. All witnesses may be questioned by both sides and may also be questioned by members of the Trustees' Committee. Witnesses who are merely cumulative (who are presenting information that has already been heard by the Committee) may be limited in the discretion of the Chair to prevent the proceedings from being unduly lengthy.
- ii. At the beginning of the proceedings, the management representative will explain the background of the appeal, including a summary of the reasons why the employee was terminated. The terminated employee, who will have the burden of proof and of persuasion, will then present countervailing arguments, evidence and testimony, which may be cross examined by the management representative. At the conclusion of the employee's presentation, management will present witnesses and other evidence in support of the employee's termination. After the conclusion of management's case, the terminated employee may present rebuttal witnesses and information solely to rebut information presented by management and only if the information is new, rather than a rehashing of information and evidence that was previously presented on behalf of the terminated employee. The terminated employee will then present

a closing statement which will be followed by management's closing statement.

- iii. The Board or the committee, as appropriate, will, within 15 working days after the end of the meeting, make its decision in writing and transmit copies of the decision to the interested parties. In each case appealed to it, the decision of the Board or the committee shall be final.

I. **No-Cause Termination.** Although the District has a disciplinary action process and an appeal process for serious discipline, and generally will utilize those processes when dealing with violations of policy or other inappropriate conduct by its employees, nothing contained in this Chapter is intended or may be construed to create any express or implied promise or agreement that any employee's employment with the District may be terminated only for good cause, or only after progressive disciplinary action has been taken. Either the employee or the District may terminate the employee's employment with the District at any time and for any reason, with or without cause, and with or without notice.

J. **Policy Prohibiting Harassment.** The District intends to provide a pleasant and professional work environment that is free from intimidation, hostility or other offensive conduct that might interfere with work performance. Employees are prohibited from engaging in any kind of harassment, including sexual harassment, racial harassment, and other types of harassment. Harassment in any form—verbal, physical, or visual—will not be tolerated, and any employee who engages in such activity will be subject to disciplinary action, up to and including immediate termination.

i. **Sexual Harassment Prohibited.** Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment includes, but is not limited to, the following:

- a. Unwelcome or offensive sexual advances, flirtation, innuendoes, or propositions;

- b. Unwelcome or offensive physical contact or conduct of a sexual nature including, without limitation, any unwelcome or inappropriate touching, hugging, patting, pinching, or brushing against another's body;
 - c. Sexually-orientated, sexually-explicit, or sexually-suggestive jokes, pranks, sounds, gestures, or other verbal comments, including sexual, demeaning or degrading comments about an individual's body;
 - d. Sexual or degrading words used to describe an individual or foul or obscene language; and
 - e. The displaying in the work area of pornography or other sexually explicit or suggestive pictures, photographs, signs, jokes, cartoons, calendars, objects, or materials.
- i. **Romantic Relationships with Supervisor Prohibited.** A dating or romantic relationship between an employee and the employee's supervisor is prohibited.
 - ii. **Racial Harassment Prohibited.** Racial harassment involves the use of derogatory or otherwise unwelcome or offensive racially-oriented jokes, comments, conduct or ethnic slurs, or the display of derogatory or offensive racially-oriented signs, pictures, or other materials. Racial harassment, in any form, is prohibited.
 - iii. **Other Harassment Prohibited.** Other derogatory or offensive comments, conduct, or display or other use of materials involving religion, national origin, age, color, disability, gender identity, or sexual preference which creates an intimidating, hostile or offensive work environment, also is prohibited.
 - iv. **Harassment Complaint Investigation.** It is the District's policy to promptly investigate all claims of discrimination and harassment, to maintain confidentiality in connection with its investigation of claims of discrimination or harassment to the extent possible, and to take appropriate action where an investigation confirms that discrimination or harassment has occurred.
- a. **Employees' Responsibilities.** All employees are responsible for helping to assure that discrimination and harassment does not take place in the workplace.

- b. **Complaint Report.** An employee who believes that he or she has been discriminated against or harassed in the workplace, or who has witnessed discrimination or harassment of others, should immediately report the matter to his or her supervisor, the District's General Manager, or the Chair or Vice Chair of the Board (particularly if the complaint is against the General Manager), so that the matter can be investigated promptly and appropriate action can be taken.
- c. **Disciplinary Action.** If the District determines that an employee is guilty of discriminating against or harassing another employee, appropriate disciplinary action will be taken against the offending employee.
- d. **Retaliation Prohibited.** Retaliation or reprisal against any employee who has made a good faith complaint of discrimination or harassment in the workplace, has filed a charge of discrimination or harassment with any state or federal agency, has testified in an investigative proceeding or hearing pertaining to a charge or complaint of discrimination or harassment, or has engaged in any other protected activity is prohibited. If any employee believes that he or she is being retaliated against for making a good faith complaint of discrimination or harassment, for assisting in an investigation of discrimination or harassment, or for otherwise engaging in a protected activity, the employee should immediately report the retaliation to his or her supervisor, the District's General Manager, or the Chair or Vice Chair of the Board (particularly if the complaint is against the General Manager), so that the matter can be investigated promptly and appropriate action can be taken.
- e. **Discipline for Bad Faith Complaint or Lying.** If, after further investigating any complaint of discrimination or harassment, the District determines that the complaint of discrimination or harassment was not made in good faith or that an employee has provided false information regarding the alleged discrimination or harassment, knowing such information to be false, appropriate disciplinary action may be taken against the employee who filed the complaint in bad faith or who gave false information during the investigation.

IX. DRUG FREE WORKPLACE POLICY

- A. Drug Free Policy.** To provide employees with a safe, healthy and productive work environment free from accidents, the District maintains a drug- and alcohol-free workplace. Whenever employees are working, operating District vehicles, or present on District property they are prohibited from the following:
- i. Possessing, consuming, or being under the influence of alcohol or illegal drugs; or
 - ii. Using, possessing, buying, selling, manufacturing or dispensing illegal drugs, including unlawful use or sale of prescription medications.
- B. Permitted Uses.** This policy does not prohibit employees from the legal use and possession of over-the-counter (OTC) medications and/or prescription medications that are prescribed by an authorized healthcare provider and used in accordance with directions. Employees must read any relevant warnings and/or consult with the prescribing provider about the OTC or prescription medication's effect on their ability to work safely, and promptly disclose any restrictions to a manager (for example, restrictions on driving or operating heavy machinery). In the event an employee discovers he or she is unable to perform their job duties safely due to the effects of an OTC or legally prescribed medication, the employee should immediately cease work and report the issue to a manager. Employees need not disclose underlying medical conditions. Under current Utah law, individuals who have a medical marijuana card will be treated the same as anyone using any other controlled prescription.
- C. Violations.** Employees who are found to be in violation of the Drug and Alcohol-Free Workplace Policy may be subject to disciplinary action, up to and including termination of employment. This policy does not apply to reasonable and appropriate consumption of alcohol at District-sponsored social functions or activities.
- D. Drug and Alcohol Testing Policy.** To further its goal of maintaining a safe, healthy and productive work force, free from the effects of drugs and alcohol, any and all prospective employee and current employees may be subject to drug and/or alcohol testing as permitted by Utah law. Consistent with these purposes, testing may be conducted by the Company under the following circumstances.

Pre-Hire	Prospective employees may be required to pass a drug screening as a condition of employment.
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Random	All employees, including management, may be required to submit to random testing on a periodic basis.
Theft/Diversion	Employees may be tested in the event of a reported or suspected loss, theft or other diversion of drugs or other property, whether at the District's facilities or a customer's property.
Reasonable suspicion	If a supervisor or manager reasonably suspects the employee of using or being under the influence of alcohol or drugs while working, on District premises, or operating District vehicles.
Post-accident or "near miss"	If the employee causes or contributes to an accident or near miss that damages, or would be likely to damage, District vehicles or other property, or result in injury.
Follow-up	If the employee has tested positive or violated this policy, follow-up testing may be done at times and frequencies determined by District management, for up to three years.
Required by law	If federal or state law and/or agency rules requiring testing applies to the employee's position.

E. Testing Procedures. Any drug or alcohol testing of current employees performed by the District shall occur during or immediately after the regular work period and shall be deemed work time for purposes of compensation and benefits. All costs of any required drug or alcohol testing shall be borne by the District, including the cost of transportation if the testing is conducted at a place other than the workplace. Samples shall be collected and tested with due regard for employee privacy and in a manner reasonably calculated to prevent substitutions or interference with the collection of a reliable sample. The sample collection shall be documented and documentation procedures shall include:

- i. Labeling of the sample so as reasonably to preclude the probability of erroneous identification of test results; and
- ii. An opportunity for the employee or prospective employee to provide notification of any information that the employee or prospective employee considers relevant to the test, including:
 - a. Identification of currently or recently used prescription or nonprescription drugs;
 - b. Other relevant medical information.

Sample collection, storage, and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration. Testing of a sample shall conform to scientifically accepted analytical methods and procedures. Before a test of a sample may be considered a failed test and used as a basis for disciplinary or other action it must be confirmed using a reliable analytical method as specified by applicable laws.

1. **Positive Test Result.** Upon receipt of a verified or confirmed positive drug or alcohol test which indicates a violation of the District's drug and alcohol free workplace policy, or upon the refusal of an employee or prospective employee to provide a sample, the District may use that test result or refusal as the basis for disciplinary or rehabilitative action, which may include the following: (1) a requirement that the employee enroll in an approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of employment; (2) suspension with or without pay; (3) termination of employment; (4) refusal to hire a prospective employee; or (5) other discipline consistent with the District's usual procedures.
2. **Confidentiality.** Test-related information is the property of the District and is a confidential communication that will not be disclosed except as required or allowed by law (for example, Utah Code Ann. § 58-13-5(3) requires that a licensed health care facility report the abuse of alcohol or drugs by a licensed health care provider).

X. EMPLOYEE RECORDS AND PERSONNEL FILES

- A. **Custody of Records.** Separate personnel, medical, and payroll files will be maintained for each employee containing documentation such as the employee's tenure with the District, performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. The General Manager or his or her designee will be the custodian of the personnel files and the payroll files and the General Manager will maintain any individual medical records. All employee records shall be treated as confidential. Only the subject employee, supervisors and management personnel who have a legitimate need for the information in those files, and others as provided in the Government Records Access and Management Act, Title 63, Chapter 2 of the Utah Code ("GRAMA"), shall be allowed to access the employee records.
- B. **Review by Employee.** Within a reasonable time after the receipt of a written request from an employee to review the employee's personnel file, the employee shall be permitted to review the personnel file during regular business hours and may obtain a copy of any document in the personnel file.

- C. Copies.** The right to examine and copy documents in an employee's personnel file pursuant to this policy is subject to GRAMA.
- D. Employees to Provide Notice of Changes.** It is important that the District's employee records are current and accurate. Employees are responsible to notify the General Manager or his or her designee of any changes in their name, address, or dependent status (i.e., marriage, divorce, or increase or decrease in immediate family) to ensure that insurance, social security, and income tax deduction forms are kept up to date. Employees should also make sure that the District is kept informed as to their telephone number, work availability and the person to be notified in case of an emergency. Any change in an employee's position, rate of pay, or employment status shall be documented by the employee's supervisor or the General Manager on a payroll change authorization form that will be placed in the employee's personnel file.

XI. HATCH ACT

If any of the District's then current activities are directly or indirectly financed by loans or grants made by the United States or a federal agency, the Hatch Political Activities Act, as amended by the Hatch Act Modernization Act of 2012, 5 U.S.C. Sections 1501 through 1508, may be applicable to District employees. In such case, federal law may impact the ability of a District employee to be a candidate for partisan elective office and govern the right of District employees to be politically active.

[Other Policies you may consider adopting either separately or included as part of this personnel manual:

- *Personal Use of Public Property Template (posted on UASD website)*
- *Travel Policy*
- *Ethics and whistleblower policy]*

Approved by the legislative body of the District on the ____ day of _____,
20____.

Title: _____

Acknowledgement:

I acknowledge that I have access to a copy of the Policies and Procedures Manual which outlines the policies, practices, and benefit guidelines of the _____ District. I accept

responsibility for informing myself about these policies either by reading them or by asking that they be explained to me.

Since the information in the Manual is necessarily subject to change, it is understood that the information I have received may be changed or replaced by other policies which the District may adopt in the future. I understand and acknowledge that no one has promised me that the District will not change these policies, and I understand that the District has reserved the right to change these policies in the future.

I understand and agree that my employment with the District is terminable at will, meaning that either the District or I may terminate the relationship at any time with the understanding that neither of us has any obligation to base that decision on anything other than our intent not to continue the employment relationship.

I understand and agree that no one in the District has offered me employment on terms different from what is stated on this page; and I understand and agree that no one in the District is authorized by the District to promise me in the future that the terms of my employment will be different from what is stated on this page.

Employee Name (Please Print)

Employee's Signature

Date