

**CHAPTER 10**  
**PERSONNEL POLICIES**

Last Updated: June 17, 2024

**10-1 INTENT**

- 1) The Board expects the GM to implement goals consistent with its desire:
  - a) To provide each District employee with a productive work environment, including the necessary policies, procedures, tools, equipment, and resources to perform that employee's duties.
  - b) To be committed to the safety of employees and others.
  - c) To provide a work place which prohibits discrimination and harassment.
  - d) To recruit, select, retain, advance, and pay District employees on the basis of their relative ability, knowledge, and skills and without regard to race, color, religion, pregnancy, sex, sexual orientation, gender identity, national origin, age, disability, or any other class protected by applicable law.
  - e) To provide each District employee with a job description that describes their duties and responsibilities.
  - f) To provide employees with a description of available benefits.
  - g) To adopt and disseminate to employees the procedure for processing employee grievances and appeals.
- 2) The Board's goal is to provide to the GM the authority, support, and resources reasonable and necessary to implement the policies of this chapter consistent with applicable state and federal law and other instructions of the Board.
- 3) The Management Advisory Committee shall cause the District's Employee Manual to be reviewed annually by counsel to ensure that it conforms to state and federal law, this Chapter, and other instructions of the Board.

**10-2 ANNUAL EMPLOYEE BENEFIT REVIEW**

- 1) As a part of the annual budget process the GM will consult with the Management Advisory Committee regarding an appropriate employee benefits package. Health, dental and vision care, life insurance, a cafeteria plan, accident and disability insurance, long-term care, retirement benefits, and District matching contributions (100% match

up to a maximum of 3% of gross pay) to 401(k), as well as other benefits, should be considered. The District is interested in providing benefits that will help the District attract and retain skilled and experienced employees. The District is interested in maintaining reasonable stability and predictability for its employees and their families, while also maximizing the District's investment in an employee benefit package by reacting appropriately to changes in the insurance industry, insurance products, applicable state and federal laws, and economic conditions. The District is interested in providing benefits that are reasonably comparable to those offered by other local entities similar to the District. In providing these benefits the District shall comply with all applicable federal, state and local laws including but not limited to Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Health Insurance Portability and Accountability Act ("HIPAA"), Fair Labor Standards Act ("FLSA"), and Affordable Care Act ("ACA"). Only regular full-time employees are eligible for benefits unless otherwise required by law. Trustees are considered part-time appointed officials for purposes of Utah Retirement System ("URS") rules and are not eligible for URS benefits.

### **10-3 EMPLOYEE EDUCATION ASSISTANCE**

- 1) Subject to available unencumbered appropriations in the budget, the District may assist employees with the expense of qualifying educational courses.
- 2) A course plan, which describes required classes, estimated time to complete program, and estimated cost to achieve degree, license or certification must be submitted and approved by the GM, prior to enrolling in program. Any changes to an approved course plan, need to be reapproved by the GM.
- 3) Courses must be approved in advance and must be part of a degree, licensing or certification program that the GM determines is related to the employee's current job duties or a reasonably foreseeable future District position, considering the employee's overall job performance and the employee's potential for applying his or her educational experience to the job. A particular course being approved for one employee does not mean that the same course will be approved for other employees.
- 4) The District may reimburse up to 100 percent of tuition, CLEP (College Level Examination Program) courses, online course fees, books, lab fees, and required fees (defined as "mandatory fees" (University of Utah), "student fees" (Salt Lake Community College), or similar fees from other institutions). Other miscellaneous expenses such as transportation, parking, school supplies, entrance exams, student loan fees, or other related items are not reimbursable. Any grants or other financial aid that does not have to be repaid (such as the GI Bill and scholarships) will be credited to the costs incurred by the employee prior to calculating the request for reimbursement.
- 5) The employee is fully responsible for all other costs.

- 6) Reimbursement is contingent upon the employee achieving a “B” grade or better or a “P” if a Pass/Fail is awarded.
- 7) Reimbursement will be made to the employee only after completion of the semester or term and submission of a transcript. Employees must submit receipts showing proof of payment, grades, and reimbursement requests within 45 days from the end of the semester or term.
- 8) Employees must remain on the active payroll and be performing their job satisfactorily through the completion of each course in order to be eligible for education assistance.
- 9) Employees must sign a loan acknowledgment and authorization for payroll deduction for any repayment obligation specified herein to be eligible for education assistance.
- 10) The District makes no promises of any kind that participation in qualifying courses will entitle the employee to any job advancement, any different job assignment, or any pay increase. Nothing in this policy should be construed as creating a contract of employment for any period of time.
- 11) Typically, the pursuit of education under this policy will be done outside of a regular work schedule (on the employee’s own time).
- 12) Subject to IRS guidelines, employees may be subject to tax consequences or imputed income due to participation in this program.
- 13) Employees who leave District employment for any reason except layoff within one year of receiving tuition reimbursement are required to repay the total amount of tuition reimbursement received in the last 12 months of employment. If repayment is required under this policy, the amount of education assistance required to be repaid will be considered a loan payable upon the employee’s last day of employment and will be deducted from wages owed to the employee pursuant to a signed authorization. In the event the amount of education assistance required to be repaid exceeds wages owed as of the last day of employment, the employee must pay the District the remaining balanced owed following a payroll deduction within 30 days from last day of employment. If not paid within 30 days, the unpaid amount may be sent to a collection agency.

#### **10-4 OPERATOR CERTIFICATION PROGRAM**

- 1) The District encourages certain employees to become certified both in the area of treatment as well as distribution. Subject to available and unencumbered appropriation in the budget, each eligible employee who takes and passes the tests at various grade levels will be compensated as follows for unrestricted status:

- a) Grade I - \$0.12/hour
  - b) Grade II - \$0.18/hour
  - c) Grade III - \$0.24/hour
  - d) Grade IV - \$0.30/hour
- 2) For each grade level, one-half of the compensation will be issued at the time proof is provided that the test was passed and the remaining one-half will be issued at the time the employee shows proof that they are unrestricted. The next pay period will reflect any pay increase.
  - 3) The compensation for each grade is cumulative. If an employee passes any test higher than Grade I, they will also receive compensation for any lower grade(s) for which they have not already been compensated. For example, if an employee certifies at Grade IV, the employee will receive compensation for Grades I, II, III, and IV.
  - 4) Restricted status signifies that the employee has passed the test, but lacks the experience required by the Operator Certification Rules. Certain experience and education requirements must be met to obtain an unrestricted certificate. The number of years to be unrestricted is determined by certification grade level and education.
  - 5) The District, at its discretion, may pay for the employee to take tests in both areas.
  - 6) The District, at its discretion, may pay in advance for the employee to take the test for the first time at each grade. If an employee does not successfully pass the test, employee must pay for subsequent tests in advance, and request reimbursement from the District upon passing the test. Reimbursement will only be issued for the test that is passed successfully; not any prior tests.
  - 7) Although an employee may test for both treatment and distribution, they may be awarded each grade of compensation only once. If an employee changes pay grades during the course of their employment, they will not be compensated again for having completed prior tests.
  - 8) Employees must obtain the necessary Continuing Education Units to maintain their certification in order to continue receiving certification pay.

#### **10-5 EMPLOYEE TRAINING**

- 1) The District may request or require employees to enroll in various workshops, seminars, courses, or schools (training) so that both the employee and the District may benefit from added knowledge. In the event the District requests or requires the employee to train, the District will pay the costs associated with such training. This also applies to Continuing Education Units (“CEUs”) required for maintaining

certification. The District will determine which courses are appropriate for fulfilling CEU requirements. Typically, training will take place as part of the employees' regular work schedule (on District time).

## **10-6 SICK LEAVE**

- 1) Only regular full-time employees are eligible for paid Sick Leave.
- 2) Eligible employees will accrue 88 hours of Sick Leave per year.
- 3) Accrual of Sick Leave starts upon the employee's date of hire and is available after their first pay date.
- 4) Eligible employees may carry over to the following calendar year a maximum of 1080 hours of Sick Leave. The employee will forfeit any amount beyond the maximum allowed carry over.
- 5) The District will not grant advances on Sick Leave.
- 6) Permissible Uses of Sick Leave:
  - a) Office visits to doctors, dentists or other health practitioners for the employee or the employee's dependents;
  - b) Caring for the employee's own health (physical or mental) or injury; and
  - c) Caring for the employee's immediate family member who is suffering an illness, injury, or serious health condition. Immediate family is defined for these purposes as spouse, child, or parent.
- 7) Upon their supervisor's approval, Sick Leave or other accrued time off may be used for unsafe driving conditions due to inclement weather if the employee is unable to work from home and adequate coverage is available to fulfill the needs of the District.
- 8) Employees should provide as much advance notice as practicable when using Sick Leave. Employees who are unable to report to work due to illness should notify their direct supervisor before the scheduled start of the workday, if practicable, and no later than two hours into the workday unless the employee is incapacitated. Generally, the employee must also contact his or her direct supervisor on each additional day of absence no later than two hours into the workday. The District reserves the right to deny Sick Leave to employees who fail to follow these notification requirements.
- 9) The District reserves the right to require a doctor's note any time Sick Leave is used.

- 10) The District reserves the right to require the employee to provide a doctor's medical release that he or she may safely return to work.
- 11) Sick Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- 12) Sick Leave must be reported in the pay period it is used.
- 13) If an employee has 880 or more hours of Sick Leave available for use as of the last pay period of each calendar year, Sick Leave will be converted to Vacation Leave for the following calendar year based on the employee's calendar yearend available balance. One of the following conversions may take place:
  - a) 880-979 Sick Leave hours: 20 Vacation Leave hours or;
  - b) 980-1079 Sick Leave hours: 30 Vacation Leave hours or;
  - c) 1080 Sick Leave hours or more: 40 Vacation Leave hours
  - d) An employee may opt out of converting Sick Leave to Vacation Leave if their balance is between 880 hours and 1079 hours. If an employee has 1080 hours of Sick Leave or more, the conversion to Vacation Leave will occur automatically.
- 14) Sick Leave is not counted as time worked for purposes of calculating overtime.
- 15) Sick Leave may not be cashed out at any time except as described in the District's Sick Leave Conversion Upon Retirement Policy.
- 16) Abuse, misuse, or excessive use of Sick Leave, or misrepresentation or dishonesty regarding the use of Sick Leave may result in denial of Sick Leave and/or disciplinary action up to and including termination of employment.

#### **10-7 SICK LEAVE CONVERSION UPON RETIREMENT**

- 1) For employees who are eligible to retire, and do retire from the District:
  - a) The employee may upon retirement elect to receive a one-time cash payment equal to 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the Utah Retirement System ("URS").
  - b) In the alternative, the employee may elect to convert 25 percent of the accumulated Sick Leave to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar

- basis. Under this option, the value of 25 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.
- c) In the alternative, the employee may elect to convert 25 percent of the employee's accumulated Sick Leave, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401k Plan or contribute to their Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.
  - d) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.
- 2) For Sick Leave accumulated through February 28, 2001 by District employees who are eligible to retire, and do retire, before reaching the age of Medicare eligibility:
- a) The employee may elect to receive a one-time cash payment equal to 25 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement. Accumulated Sick Leave received as a one-time cash payment is not included as compensation for purposes of retirement related earnings reported to the URS.
  - b) In the alternative, the employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001 to continuing group health, dental and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of 50 percent of the employee's accumulated Sick Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and previously enrolled eligible dependents and applied to the applicable group insurance premium for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage periods have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Sick Leave that is not used to pay for insurance premiums. This option is subject to all

limitations, terms and conditions of the group insurance policy, federal law, and state law.

- c) The employee may elect to convert 50 percent of the Sick Leave accumulated through February 28, 2001, at the employee's rate of pay at the time of retirement, to purchase service credit in their 401k Plan, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.
  - d) For items (b) and (c) above, the Sick Leave accumulated through February 28, 2001 will be reduced accordingly if the Sick Leave balance falls below the original accumulated balance at any time during the employee's tenure at the District.
  - e) Under any of the above options, the remaining accumulated Sick Leave is surrendered to the District.
- 3) Any conversion of Sick Leave upon retirement is contingent upon an adequate unencumbered appropriation in an approved budget.

#### **10-8 VACATION LEAVE**

- 1) Only regular full-time employees are eligible for paid Vacation Leave.
- 2) Vacation Leave accrual is as follows based on the number of years of service completed (whether continuous or intermittent) as a full-time employee:
  - a) Date of hire thru year 4: 80 hours per year
  - b) 5 year anniversary thru year 9: 120 hours per year
  - c) 10 year anniversary and beyond: 160 hours per year
- 3) A completed year is calculated from the date of hire.
- 4) Accrual of Vacation Leave starts upon the employee's date of hire and is available after their first pay date.
- 5) Eligible employees may carry over to the following calendar year a maximum of 320 hours. The employee will forfeit any amount beyond the maximum allowed carry over.
- 6) Employees must receive prior approval from their supervisor before taking Vacation Leave.
- 7) Vacation Leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as

incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

- 8) The District will not grant advances on Vacation Leave.
- 9) Any accrued, unused vacation will be cashed out at termination of employment. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS. Upon retirement, any accrued, unused vacation will be cashed out or converted only as described in the District's Vacation Conversion Upon Retirement Policy.
- 10) Vacation Leave is not counted as time worked for purposes of calculating overtime.

#### **10-9 VACATION CONVERSION UPON RETIREMENT**

- 1) Upon retirement all employees who accumulate vacation time are entitled to a cash payout, at their rate of pay at the time of retirement, for accumulated vacation time. Accumulated Vacation Leave cashed out upon termination is not included as compensation for purposes of retirement related earnings reported to the URS.
- 2) In the alternative the employee may elect to convert their accumulated Vacation Leave to continuing group health, dental, and/or vision insurance coverage for the employee and any previously enrolled eligible dependents on a dollar-for-dollar basis. Under this option, the value of the employee's accumulated Vacation Leave at the employee's rate of pay at the time of retirement will be held in reserve for the employee and applied to the applicable group insurance premium or Medicare supplement for the benefit of the employee and previously enrolled eligible dependents. This will continue until the employee's reserve is exhausted, coverage period have exhausted as required by law, or the employee and all previously enrolled eligible dependents become eligible for Medicare or health insurance under another group plan. Conversion of Vacation Leave to insurance coverage ceases for the employee and previously enrolled eligible dependents as each becomes eligible for Medicare or health insurance under another group plan. The District will cash out and pay to employee any remaining converted Vacation Leave that is not used to pay for insurance premiums or Medicare supplement. This option is subject to all limitations, terms and conditions of the group insurance policy, federal law, and state law.
- 3) In the alternative the employee may elect to have the accumulated vacation time, at the rate of pay at the time of retirement, contributed to their 401(k) Plan or Health Savings Account, subject to IRS guidelines, and only to the extent allowed under the law. Written notice of the employee's intention to exercise this option must be given to the District no later than four weeks prior to the employee's retirement date.
- 4) Any conversion of Vacation Leave upon retirement is contingent upon an adequate

unencumbered appropriation in an approved budget.

#### **10-10 PERSONAL LEAVE**

- 1) Only regular full-time employees are eligible for paid Personal Leave.
- 2) Eligible employees receive 32 hours of paid Personal Leave at the beginning of each calendar year.
- 3) Personal Leave for new employees will be prorated for the first calendar year as follows based on hire date:
  - a) January 1-March 31: 32 hours
  - b) April 1-June 30: 24 hours
  - c) July 1-September 30: 16 hours
  - d) October 1-December 31: 8 hours
- 4) This leave is intended to be used for purposes other than employee illness or taking vacations; however, Personal Leave may be used at the employee's discretion.
- 5) Personal Leave is granted every year on a calendar year basis, does not carry over from year to year and cannot be converted or cashed out.
- 6) Personal Leave can be used in minimum increments of one-quarter hour.
- 7) Employees must receive prior approval from their supervisor before taking Personal Leave.
- 8) Personal Leave benefits will be calculated based on the employee's rate of pay at the time of absence and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- 9) Personal Leave is not counted as time worked for purposes of calculating overtime.
- 10) The District will not grant advances on Personal Leave.

#### **10-11 LEAVE WITHOUT PAY**

- 1) Leave without pay requires prior authorization from the GM. Employees absent from their regularly scheduled work shift without authorization are subject to disciplinary action up to and including termination.

#### **10-12 EMERGENCY MEDICAL LEAVE ASSISTANCE PROGRAM**

- 1) Employees may voluntarily donate hours of accrued vacation leave to another regular full-time employee if the recipient meets all of the following qualifications:
  - a) Recipient, their spouse, child, or parent have a serious health condition, as that term is defined by FMLA.
  - b) Recipient has exhausted all accrued sick, vacation, and personal leave hours.
  - c) Receipt of donated leave must comply with applicable income protection insurance requirements (i.e., short term disability).
- 2) Employee's donations may not exceed 120 hours in a calendar year (January 1 through December 31).
- 3) Donating employee's remaining vacation leave balance shall not be less than 80 hours.
- 4) Donations must be made in full hour increments.
- 5) Based on the request, donated time off will be provided to the recipient on a pay period basis to a maximum of 12 calendar weeks. Any unused donated time off will remain with the donating employee.
- 6) Employees will be paid at their current rate of pay, not the rate of the donor.
- 7) Donated hours cannot be converted to cash.
- 8) Donated vacation leave is not counted as time worked by the recipient for purposes of calculating overtime.
- 9) The District will not grant advances on donated vacation leave.
- 10) All requests must be approved by the department manager and the GM.

### **10-13 HOLIDAYS**

- 1) Only regular full-time employees are eligible for paid holidays.
- 2) Employees receive eight hours holiday leave per holiday.
- 3) The GM will announce 13 paid holidays annually.
- 4) Holiday leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.

- 5) Holiday leave is not counted as time worked for purposes of calculating overtime.
- 6) Non-Exempt employees working the holiday (the actual date of the holiday not the observed date of the holiday) will be paid at two and one-half times their hourly rate. Non-exempt employees scheduled to fill scheduled shifts to facilitate 24-hour shift work will be compensated for the scheduled shift that has a majority of its hours on the actual date of the holiday (i.e., the night shift employee on the evening prior to the holiday and the day shift employee on the day of the holiday will get pay at two and one-half times their hourly rate; the night shift employee on the night of the actual holiday will be paid at the regular hourly rate).

#### **10-14 BEREAVEMENT LEAVE**

- 1) Only regular full-time employees are eligible for paid Bereavement Leave.
- 2) In the event of the death of a spouse, adult designee, or child, the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed five working days. The employee will be permitted one additional day of Bereavement Leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.
- 3) In the event of the death of a parent, sibling, current stepmother or stepfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild; or adult designee's relative as if the adult designee were the employee's spouse, the employee will be paid for scheduled work time from the date of death through the day of the funeral or memorial service, not to exceed three working days. The employee will be permitted one additional day of funeral leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.
- 4) In the event of a miscarriage or stillbirth, i.e., spontaneous or accidental loss of a fetus regardless of gestational age or duration of the pregnancy, where (1) the employee would have been a biological parent of a child born as a result of the pregnancy; (2) the employee provides documentation establishing that the employee was intended to be an adoptive parent of a baby born as a result of the pregnancy; or (3) the employee provides documentation establishing a valid gestational agreement through which the employee would have been a parent of a child born as a result of the pregnancy, the employee will be paid for scheduled work time not to exceed three working days immediately following the date of miscarriage or stillbirth.

- 5) In the event of the death of a relative other than those identified in paragraphs 2 and 3, eligible employees will be paid for scheduled work time, not to exceed one day, to attend funeral services. The employee will be permitted one additional day of Bereavement Leave on the day following the funeral or memorial service if all of the following apply: (1) such service is held more than 150 miles distance from the employee's residence; (2) the employee attends the service; and (3) the day following the service is a regular work shift.
- 6) In the event of a non-bloodline relative or friend, eligible employee will receive up to four hours of paid leave to attend funeral services.
- 7) Upon their supervisor's approval, employees may use accrued leave to obtain additional paid time off.
- 8) The District will make reasonable efforts to provide unpaid time off determined by the GM to be appropriate for the situation.
- 9) While exceptions will be made as warranted in the case of a death of an immediate family member, employees are required to get advance approval from their supervisor prior to taking Bereavement Leave. Failure to do so may result in denial of leave.
- 10) Bereavement Leave benefits will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- 11) New employees are immediately eligible for Bereavement Leave.
- 12) Bereavement Leave is not counted as time worked for purposes of calculating overtime.
- 13) The District may require a copy of an obituary or other information to confirm attendance at funeral services.
- 14) For the purposes of this section, 10-14 Bereavement Leave, "Adult Designee" means any individual, who is at least 18 years old, with whom an employee has a long-term committed relationship of mutual caring and support. The adult designee must have resided in the same household with the eligible employee for the past 12 consecutive months, and must have common financial obligations with the employee. The adult designee and the employee must be jointly responsible for each other's welfare.

#### **10-15 JURY DUTY AND WITNESS LEAVE**

- 1) Regular full-time employees will receive paid leave for jury duty.

- 2) Except as excused by their immediate supervisor, employees on Jury Duty Leave should return to work if released by the court prior to the end of the regular working day in time to make it practicable to return to work.
- 3) Employees may retain any compensation received for jury duty or witness fees.
- 4) While temporary employees do not receive paid leave for jury duty, the District will provide unpaid time off so they can attend to their civic responsibilities.
- 5) Regular full-time employees who are serving as witnesses in litigation in which the District is a party will receive their regular wage or salary while attending court or serving as a witness.
- 6) Employees who are subpoenaed to serve as witnesses in court actions that do not involve the District will receive their regular wage or salary.
- 7) Jury Duty and Witness Leave will be calculated based on the employee's rate of pay at the time of the leave and will not include any special forms of compensation such as incentives, overtime, bonuses or shift differentials. For exempt employees, an hourly equivalent of their salary, based upon a 40-hour workweek, will be used.
- 8) Jury Duty and Witness Leave is not counted as time worked for purposes of calculating overtime.

#### **10-16 MILITARY SERVICE**

- 1) The District will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment by the District on the basis of military service, performance of service, application for service, or obligation. The District will comply with all applicable statutes, including Employment and Reemployment Rights of Members of the Unified Services Act, 38 U.S.C. § 4301 *et seq.*, and Utah Code Ann. §§ 71-10-1 *et seq* and any amendments thereto.

#### **10-17 MATERNITY LEAVE**

- 1) Regular full-time employees are eligible to receive up to six weeks of paid Maternity Leave for physical recovery following the delivery of a child. Thereafter, the District may require eligible employees to use other accrued paid leave (Sick Leave, Personal Leave and Vacation Leave) before going on unpaid leave status. This leave will run concurrently with Family and Medical Leave ("FMLA"). Receipt of donated leave must comply with applicable income protection insurance requirements (i.e., short-term disability). FMLA requires 30 days advance notice for foreseeable events.

## **10-18 PARENTAL LEAVE**

- 1) Regular full-time employees who become parents through birth, adoption or foster care may take up to two weeks of paid leave to care for and bond with the child. Parental Leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home. Parental Leave will run concurrently (during the same period of time) with FMLA (if applicable). FMLA requires 30 days advance notice for foreseeable events.
- 2) An employee who is eligible for Maternity Leave would also be eligible for Parental Leave.

## **10-19 FAMILY AND MEDICAL LEAVE ACT LEAVE**

- 1) The District will comply with the requirements of FMLA. The following generally describes FMLA leave; however, if there is any discrepancy between this policy and FMLA, the provisions of FMLA apply.
- 2) Eligible employees are entitled to up to 12 weeks of unpaid FMLA leave within the calculated leave year for the following reasons:
  - a) For incapacity due to pregnancy, prenatal medical care, or child birth
  - b) To care for the employee's child within one year after birth or placement for adoption or foster care within one year of placement.
  - c) To care for the employee's spouse, child or parent who has a serious health condition
  - d) For the employee's own serious health condition that makes the employee unable to perform their job
- 3) Military Family Leave Entitlements:
  - a) Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
  - b) FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member who is a spouse,

son, daughter, parent or next of kin (nearest blood relative other than the covered service member's spouse, parent, son or daughter) of the eligible employee, during a single 12-month period. Covered service member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

- c) During the single 12-month period for service member care leave, an eligible employee is entitled to a combined total of 26 weeks of service member care leave and leave for any other FMLA-qualifying reason, provided that the eligible employee may not take more than 12 weeks for any other FMLA-qualifying reason during this period. For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of service member care leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of service member care leave.
- 4) A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- 5) Subject to the terms, conditions and limitations of the applicable plan, benefits will be provided by the District for the length of time on leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave.
- 6) If the employee does not return to District service after the expiration of FMLA leave, he or she may be required to repay the District for any paid benefit contributions made for the employee during any qualified unpaid leave period unless the reason they do not return to work is:
  - a) the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave to care for a child, parent or spouse with a serious health condition, or
  - b) if the employee is unable to perform the functions of his or her position due to his/her own serious health condition, or
  - c) other conditions beyond his or her control that prevent them from returning.
- 7) Eligible employees are those who have worked for the District for at least one year and who have worked 1,250 hours within the previous 12-month period.
- 8) To the extent practicable, employees must give the District 30 days advance notice of

needed FMLA leave.

- 9) Eligible employees may request up to a maximum of 12 weeks of FMLA leave (or 26 weeks as explained above) within a 12-month period. Any FMLA leave may not exceed this maximum limit.
- 10) The District uses the 12-month period measured forward from the date the employee first uses FMLA leave.
- 11) Eligible employees will be required to first use any accrued paid leave time (Sick Leave, Personal Leave, Vacation Leave) before taking unpaid FMLA leave. This accrued paid leave time will be included as part of the maximum twelve weeks leave.
- 12) Leave time benefit accruals (Vacation Leave and Sick Leave) will continue during any unpaid leave.
- 13) Employees requesting FMLA leave must submit sufficient information for the District to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was taken or previously certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
- 14) If the employee fails to timely return a requested certification, FMLA leave may be denied.
- 15) So that an employee's return to work can be properly scheduled, an employee on FMLA leave should provide the District with at least two days advance notice of the date the employee intends to return to work.
- 16) When FMLA leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- 17) If an employee fails to report to work at the end of the approved leave period, the District will assume that the employee has resigned.

#### **10-20 REASONABLE ACCOMONDATIONS FOR PREGNANT WORKERS**

- 1) As required by the Pregnant Workers Fairness Act ("PWFA") and the Utah Antidiscrimination Act ("UADA"), the District will provide reasonable accommodations to employees and qualified applicants with known limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the District's operations.

- 2) An employee or qualified applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the District's HR Manager. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.
- 3) Upon receipt of a request for accommodation, HR will contact the employee or qualified applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.
- 4) For up to one year after an employee gives birth, any employee who is breastfeeding will be provided reasonable break times to express breast milk. The District has designated the Mothers Lounge for this purpose.
  - a) Employees must schedule time through their supervisor to use the Mothers Lounge. Employees who work offsite or in other locations will be accommodated with a private area as necessary.
  - b) A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.
  - c) Breaks of more than 20 minutes in length will be unpaid, and recorded on timesheets where appropriate.
- 5) The District prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

#### **10-21 FAIR LABOR STANDARDS ACT COMPLIANCE**

- 1) Exempt employees will be paid for their performance on a salary basis in accordance with the Fair Labor Standards Act ("FLSA"). Deductions from exempt employees' pay that are barred by the FLSA are prohibited.

#### **10-22 REPORTING WORK HOURS**

- 1) Non-exempt employees are required to accurately and completely report all of their work time on approved District time keeping systems. At the conclusion of each pay period, employees must review and approve their reported hours prior to their supervisor's approval. Exempt employees are not required to report their work hours, but are required to report any leave time that is used during a pay period.

### **10-23 EMPLOYEE CLASSIFICATIONS**

- 1) *Regular full-time employees*: an employee who works in a designated full-time position and who is normally scheduled to work at least a 40-hour workweek.
- 2) *Temporary employees*: an employee hired directly by the District (not through a temporary agency) for an unspecified period, for a specific task, on a seasonal basis, and/or who is assigned to work on an intermittent and/or irregular basis. Temporary employee status does not change to "regular" employee status simply by length of service, but requires a formal change of status by the District.

### **10-24 EMPLOYEE NOTIFICATION OF CHANGES TO PERSONAL INFORMATION**

- 1) Employees are expected to help the District keep their personnel records current by immediately reporting to their supervisor any changes to their:
  - a) Address
  - b) Telephone number
  - c) Marital status
  - d) Number of dependents
  - e) Emergency contact information
  - f) Educational achievements
  - g) Change in W-4 information
  - h) Any change that would affect eligibility to work in the United States (I-9 form)
  - i) Driver's license
  - j) Professional certifications

### **10-25 NEPOTISM**

- 1) The District will comply with all applicable state statutes regarding nepotism.

### **10-26 EQUAL EMPLOYMENT OPPORTUNITY**

- 1) The District is an equal employment opportunity employer. The law prohibits employment discrimination and harassment due to:
  - a) Race

- b) Color
  - c) National origin
  - d) Sex (including pregnancy)
  - e) Age (forty and older)
  - f) Religion
  - g) Disability as defined by law
  - h) Veteran or military status
  - i) Sexual orientation or gender identity
  - j) Any other class protected under federal, state or local laws.
- 2) Illegal discrimination, harassment, and retaliatory conduct are prohibited in all aspects of employment, including hiring, compensation, training, promotions, performance evaluations, benefits, etc.
  - 3) Any employee found to have engaged in discriminatory, harassing or retaliatory conduct is subject to immediate disciplinary action, up to and including termination.
  - 4) The District will not tolerate any form of illegal harassment, or other abusive conduct, including verbal, visual and physical conduct that demeans or shows hostility toward an individual based on a protected class.
  - 5) Employees who believe they have been subjected to illegal discrimination, harassment or retaliatory conduct in the workplace should immediately notify their Department Manager or the District's HR Manager. Management will initiate a prompt, thorough investigation and will take remedial action, as appropriate. Reports of discrimination, harassment and/or retaliatory conduct are treated as discreetly and confidentially as practical.
  - 6) Retaliatory conduct is defined as taking adverse action against an employee because the employee has made a discrimination, harassment or retaliation complaint, or because the employee has testified, assisted or participated in any manner in an investigation, proceeding, or hearing relating to violation of this policy.

#### **10-27 APPEAL FROM DISCIPLINARY ACTIONS**

- 1) Employee disciplinary actions are final and effective when made or confirmed by action of the GM, subject to the appeal process described here. Although there is an appeal process, the employment relationship is still "at-will."
- 2) Any such disciplinary action which involves termination, suspension for more than two days without pay, or involuntary transfer to a position with less remuneration for a disciplinary reason may be appealed to the Management Advisory Committee, except when the termination or involuntary transfer is as a result of a layoff or reorganization. Such appeal shall be initiated by written notice received by the Management Advisory

Committee detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the Management Advisory Committee within 10 calendar days after the disciplinary action appealed from was taken or confirmed by the GM.

- 3) If an appeal is timely filed, the Management Advisory Committee will schedule a hearing at which two or more members of the Management Advisory Committee will hear the appeal. The employee who is the subject of the termination, suspension, or transfer may: appear in person and be represented by counsel; have a public hearing; confront the witnesses whose testimony is to be considered; and examine the evidence to be considered by the Management Advisory Committee. The Management Advisory Committee has discretion to set, on a hearing by hearing basis, all necessary requirements for the hearing to provide a fair, efficient and professional process.
- 4) If the employee wishes to appeal the decision of the Management Advisory Committee, a further appeal may be taken to the Board. Such appeal shall be initiated by written notice received by the Board detailing briefly the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. Such written notice must be received by the Board within 10 calendar days after the Management Advisory Committee decision. The appeal to the Board will be on the record created at the hearing before the Management Advisory Committee. No additional evidence will be received by the Board.
- 5) The decision of the Board is final. Any appeal therefrom must be taken as allowed by law.

#### **10-28 DELEGATION OF EMPLOYMENT MATTERS TO GM**

- 1) The GM is delegated authority to determine employment and discipline guidelines that are consistent with the P&P, instructions of the Board, budget appropriations, and applicable law.
- 2) The GM should from time to time consider appropriate, consistent guidelines regarding health, dental, vision, life, accident, disability, long-term care and retirement benefits, COBRA compliance, workers compensation, telecommuting, education, recruiting, leave benefits, FMLA compliance, FLSA compliance, contract employees, new hires, standards of conduct, drug and alcohol testing, security, safety, equal opportunity compliance and public relations. To the extent appropriate, these should be summarized in the Employee Manual or in other written form. Substantive changes to the Employee Manual and/or other written guidelines shall be brought to the Management Advisory Committee's attention promptly.

#### **10-29 EMPLOYEE AUTHORIZATION STATUS**

- 1) The District is, and shall remain, registered with the federal “status verification system” (E-verify or current equivalent). The District will use this “status verification system” to verify the federal employment authorization status of new employees in keeping with state and federal law.

### **10-30 ENROLLMENT IN MEDICARE**

- 1) At the time an employee reaches the age of Medicare eligibility and anytime thereafter, the employee has the option to voluntarily drop the District’s group health insurance coverage and enroll in Medicare. If the employee elects to enroll in Medicare, the District will reimburse the employee to cover the costs of Medicare and Medicare Supplements, subject to available appropriations in the budget. Reimbursement of Medicare premiums and Medicare supplements will not exceed the amount the District pays for group health insurance coverage and Health Savings Account contributions.

### **10-31 CRIMINAL BACKGROUND CHECKS**

- 1) The District may require an applicant for a position as a regular full-time employee, an applicant for a position as a temporary employee, or an existing employee to submit to a criminal background check as a condition of employment if, in the judgment of the Board or the GM, the individual may be in a position to affect the safety or security of District works and waters or affect the safety or well-being of patrons, visitors, and employees of the District. Criminal background checks will comply with applicable law, including Utah Code § 34-52-201. The following generally describes the procedure:
  - 2) Criminal background check procedure:
    - a) If requested by the GM, each individual so requested shall:
      - i) Consent to a criminal background check by a third party through:
        - (1) The Utah Bureau of Criminal Identification and/or
        - (2) The Federal Bureau of Investigation.
  - 3) If requested by the District, the Division shall request the Department of Public Safety to complete a Federal Bureau of Investigation criminal background check for each individual through a national criminal history system.
  - 4) The District will then evaluate the result of the criminal background check in accordance with the criteria described below, to the extent allowed by law:

- a) If a criminal background check reveals that an individual failed to accurately disclose a criminal history, the District may reject the application for employment, terminate employment, restrict or deny access to District works and/or waters, or take other security measures.
- b) To the extent allowed by law, the District may reject an application for employment, terminate employment, restrict or deny access to District works and/or waters, or take other security measures, if a criminal background check reveals any of the crimes listed below or conviction of any crime grounded in violence, deceit or other behavior which would indicate a potential risk for the District. Such District action shall be determined by the GM to be reasonable and necessary under the circumstances to protect the safety or security of District works or waters or the safety or well-being of patrons, visitors, and employees of the District. Such action shall be based upon the nature and gravity of the offense or conduct, the time elapsed since the conviction or completion of sentence, and the nature of the job sought or held. This list shall be considered illustrative and not be considered exhaustive, and the GM shall have discretion to consider crimes not listed below as grounds for such actions.
- c) Felony conviction or pending indictment for:
  - i) Homicide;
  - ii) Felony crimes against a person, including but not limited to, assault and battery;
  - iii) Sex offenses, including but not limited to, lewdness, assault, incest, and rape;
  - iv) Child molestation or abuse;
  - v) Robbery or burglary;
  - vi) Theft;
  - vii) Arson;
  - viii) Kidnapping;
  - ix) Drug related offenses;
  - x) Fraud; or
  - xi) Outstanding felony warrant.
- d) Misdemeanor conviction or pending indictment within the last ten (10) years for:
  - i) Any of the crimes listed in subpart (c), above;
  - ii) Weapons violations;
  - iii) Property crimes;
  - iv) Forgery; or
  - v) Gambling offenses.
- 5) The District shall provide written notice to the individual who is the subject of the criminal background check that a criminal background check has been requested. Such

notice shall be given to this person within three business days of the request for the background check.

- 6) If the District rejects an application for employment based on information obtained through a criminal background check, the District shall:
  - a) Notify the individual in writing; and
  - b) Give the individual an opportunity to respond by filing a written request for review which identifies the reason(s) for review with the Management Advisory Committee as outlined in 10-26(2). The Management Advisory Committee will consider whether the information supplied by the individual warrants an exception to the policy.
- 7) Information obtained through criminal background checks under this Chapter shall be classified and protected from disclosure as “private and protected records,” as described in Sections 9-10 and 9-12 of the P&P.
- 8) The information obtained through a criminal background check under this Chapter shall be used only to determine employment.

#### **10-32 GROUP HEALTH INSURANCE**

- 1) Dependents of District employees, specifically children over the age of 18, who are also employed as District regular full-time employees, are entitled to enroll as an individual on the District’s health plan and Health Savings Account (“HSA”). Per IRS Guidelines, to be an eligible individual and qualify for an HSA, an individual cannot be claimed as a dependent on another person’s tax return.

#### **10-33 WHISTLEBLOWER POLICY**

- 1) Pursuant to the Utah Protection of Public Employees Act, Utah Code Ann. Title 67, Chap. 21. (the “Act”):
  - a) The District will not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith (1) the waste or misuse of public funds, property or manpower; or (2) a violation or suspected violation of a law, rule or regulation adopted under the law of Utah, a political subdivision of Utah, or a recognized entity of the United States. The District encourages employees to report such issues either to their immediate supervisor, the HR Manager, or anonymously through the employee suggestion box. The employee reporting such issues is not responsible for investigating the activity or for determining fault or corrective measures. The GM or his/her designee is responsible for investigating and coordinating corrective action.

- b) The District will also not take adverse action against an employee because the employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review held by the District.
  - c) The District will not take adverse action against an employee because the employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law of Utah, a political subdivision of Utah, or the United States, or a rule or regulation adopted under the authority of the laws of Utah, a political subdivision of Utah, or the United States.
- 2) Any employee who believes he/she is being retaliated against (i.e., termination, compensation, work assignments, threats, etc.) in violation of this policy or the Act must file a complaint/grievance with the independent personnel board, by delivering the complaint/grievance to the HR Manager, within 10 calendar days of the adverse action that was taken. The independent personnel board consists of the Executive Committee or their designee. The personnel board will conduct a hearing within 30 calendar days of the receipt of the complaint/grievance by the HR Manager, unless otherwise mutually agreed upon by the District and the employee. At the hearing, the District has the burden of proof, by a preponderance of the evidence, to establish by substantial evidence that the District's action was justified by reasons unrelated to the employee's good faith actions set forth in section (1) above. The employee may appear in person and be represented by counsel and examine the evidence to be considered by the independent personnel board. The board has discretion to set, on a hearing by hearing basis, all necessary requirements for the hearing to provide a fair, efficient and professional process.
  - 3) The independent personnel board shall render its decision and enter its order within 10 calendar days of the hearing.
  - 4) If the independent personnel board finds that adverse action was taken in violation of this policy or the District's regulations, the independent personnel board may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; (d) full reinstatement of seniority rights; or (e) if the adverse action includes failure to promote, if the employee would otherwise have been promoted, a pay raise that results in the employee receiving the pay that the employee would have received if the employee had been promoted. The independent personnel board may also order an employee who violated the Act to pay a civil fine of not more than \$500.
  - 5) The District will post notices and use appropriate measures to keep employees informed of their rights and obligations under the Act. Employees will be provided a copy of the Act when they are hired, when they request a copy, and when they file a complaint/grievance under this policy or the Act.

- 6) The District will comply with the Act as it is revised and amended by the Utah Legislature from time to time.