



EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

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1.0 INTRODUCTION

1.1 Preface

The purpose of the Ash Creek Special Service District (the “District”) is to provide wastewater collection, treatment and disposal services for the general health, safety, welfare and good order of the citizens living and working within the District. All that each employee does should be for the public benefit of the people served by the District.

The District recognizes that the quality of the services it provides is largely dependent upon the individual initiative and responsibility of its employees. The District also recognizes that its employees are the District’s most valuable resource. Therefore, the District desires to attract and retain the most qualified and competent employees who exhibit the qualities and characteristics needed for the job.

The information contained in these Personnel Policies and Procedures has been prepared as an aid and guidance to provide a better understanding of what an employee can expect from the District and what the District expects from its employees. The District recognizes that these policies and procedures do not address all of the issues that may arise concerning employment with the District. However, each employee is assured that as such issues arise, the District will treat the problem in an efficient and fair manner. In the event there are conditions and policies which an employee believes are in need of improvement, the employee is encouraged to offer suggestions to help improve the District.

1.2 Intent and Purpose

It is the purpose of these policies and procedures to provide guidelines and rules for District employees to assist them in performing and pursuing competent and satisfying employment with the District. Policies and procedures, by their very nature, are brief and not all inclusive. For this reason, the provisions set forth herein are intended only as a helpful guide, and employees are referred to the Superintendent, when further information is desired. **No statements contained in these policies and procedures shall be interpreted as a promise or contract of any kind by the District.**

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these employment policies only insofar as necessary to comply with such laws, regulations or provisions.

1.3 Responsibility

The Administrative Control Board of the District shall be the final and sole authority for the adoption and amendment of these policies and procedures. The Administrative Control Board may amend, revise or revoke these policies and procedures at their discretion. Any change must be approved by the Administrative Control Board. An updated policy will be provided to each member of the Board.

The Superintendent of the District shall be responsible for the administration of these personnel policies and procedures. The Superintendent shall provide a copy of these policies and procedures and copies of any changes to each employee. The Superintendent is hereby designated as the District Personnel Director, and as such shall be responsible for the following:

- (a) To develop, implement and administer the policies contained herein;
- (b) To promote and insure the fair treatment of employees and the administration of the personnel policies and procedures; and
- (c) To annually review the Employee Policies and Procedures Handbook to ensure compliance with all requirements of state and federal law and recommend suggestions or changes deemed necessary by the Administrative Control Board

1.4 Delegation of Responsibility

The Superintendent is directly responsible to the Administrative Control Board. If the Superintendent is absent from his duties, (a) the Assistant Superintendent will function in his stead. If neither individual is able to perform the necessary administrative duties, (b) the Chairman of the Administrative Control Board will take charge or designate a responsible person to take charge. All other lines of responsibilities are outlined in the Performance Standards.

1.5 Employees

It is the responsibility of all District employees to be aware of and adhere to all the provisions of these policies and procedures and any amendments made hereto. Each employee shall sign an Acknowledgement of Receipt of District Personnel Policies and Procedures Form attesting to the fact that he or she has received a copy of these policies and procedures and has read and understands the provisions set forth herein.

1.6 Amendments

The District reserves the right to alter, amend or revoke any policy, practice or procedure set forth herein at its sole discretion. The Superintendent shall annually review the provisions and suggest any changes or alterations deemed necessary to the Administrative Control Board. Employees shall be made aware of any such alterations, amendments or changes.

1.7 Disclaimer

No person other than the Superintendent or the Administrative Control Board has authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of District employees. Any agreement of employment must be in writing, signed by the Superintendent or the Administrative Control Board and the employee. These policies are summary guidelines for employees and therefore are not all inclusive. These policies supersede all previously issued editions. The District reserves the right to suspend, terminate, interpret or change any or all of the guidelines contained herein, along with any other procedures, practices, benefits, or other programs of the District. These changes may occur at any time, with or without notice.

2.0 ADMINISTRATION

2.1 Employee Definitions

District employees are categorized as follows:

a) Full-Time. Employees who are scheduled to work forty (40) hours per week or more on a regular basis and who are not considered limited employees as defined herein. Full-time employees are eligible for all District benefits.

b) Permanent Part-time. Employees who are scheduled to work more than twenty-five (25) hours per week but less than forty (40) hours per week, who have worked continuously for the District for more than six (6) months, and who are not considered limited employees as defined herein. Permanent part-time employees are eligible for benefits on a pro-rata basis when approved in writing by the Superintendent.

c) Limited. Employees who are hired to work on an “as needed”, temporary, seasonal, provisional, or emergency basis, or for a period of employment expected to last no longer than six (6) months or less than twenty-two (22) hours per week. Limited employees are not eligible for any benefits.

d) Introductory Employees. Employees who are in their first six (6) months of employment at his or her respective position. The successful completion of the six (6) month introductory period should not be construed as creating a contract or as guaranteeing employment for any specific duration with the District.

2.2 Classification Plan

The District shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of District employees, which plan may be amended from time to time by the Superintendent or the Administrative Control Board. The Superintendent will be responsible to keep the Classification Plan up to date and make suggestions to the Administrative Control Board for new positions in that Plan. Job descriptions shall be provided to District employees who shall acknowledge receipt and review of the same by signing and delivering to the District a Receipt of Employee Job Description Form.

2.3 Personnel Files

The record copy of all personnel information related to an employee shall be filed in the employee's personnel file.

- a) **Personnel Files.** A personnel file shall be kept for each employee of the District, which file shall contain a copy of all records relating to employment of the employee including, but not limited to records regarding hiring, compensation, paid and unpaid leave, awards, grievances, disciplinary action, education, training, programs, and any other relevant records. Separate files shall be maintained by the District at the District office for employee medical records, physical exams, drug and alcohol test results, and other confidential records. No other personnel file shall be maintained at or located within the individual departments of the District.
- b) **Updates.** Each employee is responsible for keeping the District notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel file records may be accurately maintained.
- c) **Confidentiality.** All personnel records are confidential and shall be maintained, classified, and accessed in accordance with the Government Records Access and Management Act (GRAMA) and held in the District office.
- d) **Access.** An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours and under direct supervision of the Superintendent and to make copies of documents in their own personnel file upon written request to the Superintendent, subject to the provisions of the Government Records Access and Management Act.

3.0 HIRING

3.1 Equal Opportunity Employer

The District is an “Equal Opportunity Employer” and as such does not discriminate in the hiring, employment or promotion of its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, disability, sexual orientation, gender identity, genetic information, pregnant or nursing mothers, or status as a veteran, in accordance with applicable federal and state laws. It is the policy and commitment of the District to protect the civil rights of all employees, and applicants for employment with the District, and to provide a work environment free from discrimination and harassment. This policy applies to all employees, including managers, supervisors, and co-workers. It is the policy and commitment of the District to comply with Utah Code Section 34-52-101 et seq.

3.2 Merit Principle

It is the policy of the District to administer its personnel system in a manner which shall provide for the recruitment, selection, retention and advancement of employees on the basis of their relative ability, knowledge, skill and performance. It is also the policy of the District to administer its personnel system in a manner such that all applicants and employees are treated fairly without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, political affiliation, age, disability, or status as a veteran and with proper regard for their privacy and constitutional rights as citizens.

3.3 Recruitment

It is the policy of the District to comply with the provisions of Title 35A, Chapter 2 of the Utah Code Annotated regarding the posting of job vacancies with the Department of Workforce Services. As such, each job vacancy within the District that is not filled with a current District employee shall be posted on the State of Utah Department of Workforce Services website. Additionally, job openings for the District will be advertised in local newspapers. At the discretion of the Administrative Control Board, the position may be advertised on a broader basis. Each applicant will submit a written resume and other pertinent information regarding their training and experience. The superintendent or his delegate shall make appropriate inquiries to verify experience, character, education and history of any applicant. Those applicants selected for interview will appear before a panel of interviewers made up of Administrative Control Board and/or District officers who will ask questions relating to past work experience, schooling, or other job-related questions which are pertinent to the performance standard for the position in question.

The interviewee shall sign a Release for Background Investigation Form, to permit a personal review by local law enforcement prior to receiving an offer of employment.

3.4 Medical Examinations

Applicants who have received a contingent offer of employment and current employees may be required, as legally appropriate and as permitted under the Americans with Disabilities Act, to submit to medical examinations. An applicant who has received a contingent job offer may be required to undergo a medical examination to demonstrate ability to safely perform the essential functions of the position for which the employee is being hired. Employment offers are contingent upon satisfactory completion of such examinations. As a condition of continued employment, employees may be required to undergo periodic job-related medical examinations in accordance with applicable legal restrictions and requirements. Persons undergoing physical exams must sign and file with the District a Consent for Release of Records and for Physical Examination and Drug and Alcohol Screening Form. All medical examinations required by the District shall be paid for by the District.

3.5 Driving Record Evaluations

a) Prospective Employees. Any prospective employee who will be required to operate a District-owned vehicle or personal vehicle on District business as part of his or her prospective job duties shall be required to submit to a pre-employment driving record evaluation. Pre-employment driving record evaluations shall be conducted with the written consent of the prospective employee. Failure to consent to a driving record evaluation, when required, will preclude employment with the District. Driving record evaluations will be conducted using the information available through the Utah Driver's License Division. If the applicant does not currently have a Utah driver's license, the applicant will be required to provide the District with a certified copy of the applicant's driving record from the State where the applicant's current license was issued. Any expenses associated with obtaining out-of-state driving records shall be the responsibility of the applicant. Prospective employees must also agree to periodic driving record evaluations to be performed as a condition of employment in accordance with the policies and procedures set forth in Subsection (b). If a pre-employment driving record evaluation for a required position indicates any of the following, the individual shall not be considered eligible for employment with the District:

a) the driver's license record shows the applicant's driver's license is expired, suspended, or revoked;

b) the driver's license record shows the applicant has committed a DUI or worse within the past thirty-six (36) months (examples of "or worse" include vehicular homicide, vehicular manslaughter, etc.);

c) the driver's license record shows the applicant has engaged in a pattern of poor driving, including three (3) or more moving violations within the past thirty-six (36) months (offenses may include reckless driving, following too close, failure to yield, stoplight or stop sign violations, speeding tickets, etc.); or

d) the driver's license record shows the applicant is a high risk or otherwise likely to be a liability for the District.

b) Employees. Current employees who are required to operate a District-owned vehicle or personal vehicle while on District business as part of their job duties shall be required to submit to monthly driving record evaluations as a condition of continued employment. Employees required to have a CDL license must comply with the requirements of the District's vehicle use policy. The purpose of all monthly driving record evaluations of employees who are required to operate a District-owned vehicle or personal vehicle on District business is to ensure that District employees can operate such vehicles in a safe and responsible manner. It is the duty of the employee to notify his or her supervisor as soon as reasonably practical, and at least within twenty-four (24) hours, if his or her driver's license has expired or has been suspended or revoked or if the employee has committed driving under the influence (DUI) or other alcohol or drug related driving offense. Where a driving record background check shows that the employee's driver's license is expired, suspended or revoked, or that the employee has committed a DUI or worse within the past fifteen (15) months (examples of "or worse" include vehicular homicide, vehicular manslaughter, etc.) or has engaged in a pattern of poor driving, including three (3) or more moving violations within the past thirty-six (36) months (offenses may include reckless driving, following too close, failure to yield, stoplight or stop sign violations, speeding tickets, etc.), the employee may be subject to disciplinary action, up to and including termination. Any such disciplinary action shall be conducted in accordance with applicable procedures set forth in Section 11 Corrective Discipline. Any disciplinary action taken shall be commensurate with a determination that the behavior is reasonably likely to impair the ability of the employee to undertake the employee's essential job functions, creates a danger to the public, or creates liability for the District. The Superintendent or his/her designee shall conduct all drivers' license evaluations in accordance with the provisions of this Section.

3.6 Disqualification

The District reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position or is otherwise not eligible for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

3.7 Selection & Appointment

Selection will be based on each candidate's ability to perform the duties as set forth by the Administrative Control Board. Upon acceptance of an offer of employment, any new employee shall be required to sign and submit an I-9 form Employment Eligibility Verification Form., W-4 Form and a form recognizing layoff or firing at will. Each employee will receive a Employee Policies and Procedures handbook. It is the employee's responsibility to read and understand this handbook. They will be asked to sign a statement acknowledging receipt of the handbook. It is the employee's responsibility to keep this handbook up to date as changes are made and copies of the pages containing these changes are made available to the employee.

3.8 Initial Employment Period

During the first six (6) months of employment, the District will assess the viability of the employee's continuing employment. Within this period, the employee may be advanced or demoted, laid off or terminated at the discretion of the Superintendent with prior approval of the Administrative Control Board. Employees terminated during the initial employment period shall not be entitled to any accrued benefits from the District. Any reference to the initial six-month period shall not be construed to grant any employee a term of employment equal to that period, but instead is that period during which the District will assess the viability of the employee's continuing employment. It is expected that each employee during the initial employment period will be evaluated every three (3) months. Copies of the evaluations will be filed in the individual personnel record of the employee.

3.9 Advancement

A promotion is a change in the duty assignment of an employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognizes advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee may receive a pay increase. Promotions are approved by the Board upon recommendation by the Superintendent.

Promotions and attendant salary adjustments may be based on performance, evaluated merit, availability of funds, and the Administrative Control Board' approval.

Promoted employees may be expected to complete a qualifying period to evaluate their capacity to serve in the new position, this qualifying period shall not exceed six (6) months with no extensions permitted except for extenuating circumstances as determined by the superintendent.

Any promoted employee who is not judged suitable for the position to which they were promoted, or whose appointment to the position is not made permanent, may be reinstated to their previous position and pay range or a similar classification if available. If the former position is not immediately available, the employee in question may be assigned to a lower position but at the pay grade of the position which is not available.

A combination of education, past work experience, experience gained at District, performance, and evaluated merit shall be considered in assessing the qualifications of an applicant.

Promotional job opportunities will be posted or announced internally including a performance standard. An employee interested in a specific job posting may apply for that position. In all cases, ability and knowledge to perform the job will be the determining factors in making job awards. If there are no "qualified" internal applicants, the job will then be let to external sources.

3.10 Demotions

A demotion is a change in duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group. An employee who is demoted will have his or her pay reduced. Demotions may be made for the purpose of voluntary assumption of less responsible position; as a result of a reclassification of the employee's position; or as a disciplinary measure. Any demotion must be authorized by the Superintendent and approved by the Administrative Control Board.

3.11 Merit Increases

Merit increases may be granted for exceptionally good and consistent performance in the same position. They are not used to recognize increased duties and responsibilities (a promotion) and are granted without regard to cost-of-living factors or longevity. Merit increases recognize outside performance and are thus granted in conjunction with a performance evaluation of the employee, the results of which are on factor used in merit pay decisions. Any merit increases are granted by the Administrative Control Board.

3.12 Cost of Living Increases

When appropriate, a cost-of-living increase may be given to each regular employee of the District. This increase will be based on the cost of living in Washington County with the national cost of living taken into consideration.

3.13 Nepotism

The basic criteria for appointment and promotion of all District staff will be appropriate qualifications and performance. The intent of this policy is to emphasize that selection of personnel will be based on job-related qualifications. Relationship by family, marriage, or domestic partnership will not preclude hiring or promotion/transfer, as long as the individual meets and fulfills the appropriate job standards. Family members, whose qualifications rank each of them first for the positions under consideration may be employed, so long as neither family member is immediately responsible for or influences any employment action. In such instances, all decisions will be referred to the Administrative Control Board, for final approval. Employment will be denied under the following circumstances:

1. Where one family member would have the authority or practical power to supervise, appoint, remove, or discipline another;
2. Where one family member would be responsible for auditing the work of another;
3. Where other circumstances exist which would place family members in a situation of actual or reasonably foreseeable conflict between the employer's interest and their own.

Applicants who are denied employment to a particular position for one of the foregoing reasons will be considered for other vacant positions for which they may be qualified. Failure to advise the District of the existence of one of these circumstances may result in a withdrawal of an offer of employment or actual discharge from employment.

Existing District employees who become involved in one of the foregoing circumstances have an obligation to advise the Superintendent about the conflict. Every effort will be made to resolve the conflict without loss of employment to either employee, however, the District reserves the right to transfer one or both employees, to discharge one or both employees or to demote one or both employees to resolve the conflict. Employees who fail to advise the District of the existence of a family, spousal or dating relationship under one of these circumstances will be subject to discipline, up to and including discharge.

3.14 Separations

A. Resignation

1. An employee who intends to resign is expected to give their supervisor a written notice two (2) weeks in advance of their last day of work. This notice should include the reasons for resignation. The District may decide to give the employee two week severance pay and terminate the employment at the time of the resignation notice.
2. Resignation will be assumed when an employee fails to return from a LOA or returns from a LOA and refuses an offer of employment for a suitable position.
3. Employees resigning the day prior to a holiday do not receive holiday pay. Under no circumstances are vacation hours used to carry employees on the payroll past the day that they are physically on the job or for the purpose of qualifying for holiday pay/vacation pay.
4. Employees receive their final paychecks on the last day at work or their checks will be sent to the forwarding address indicated in the personnel file.
5. The employee's eligibility for rehire will be based on the recommendation of the immediate Supervisor subject to review by the Superintendent and the Administrative Control Board.

B. Retirement

1. The same notice requirements for resignation apply in the case of retirement.

C. Reduction in Force

1. A reduction in force may be used when the work load has dropped off to the point that all employees do not have enough work. The employee will be given two weeks' severance pay in lieu of notice.
2. The employee's eligibility for rehire will be based on the recommendation of the Supervisor, subject to review by the Superintendent and the Administrative Control Board.

D. Dismissal

1. The employee will not be eligible for rehire.

E. Disability

1. The District will provide reasonable accommodations for disabled employees to perform the essential job functions of their job. If the District is unable to provide reasonable accommodations because of undue hardship on the District, the employee will be given the opportunity to supply or pay for such accommodations.
2. If an employee becomes incapacitated because of a mental or physical disability and is unable to perform the essential job functions with reasonable accommodation, the employee shall be given the opportunity to continue employment in another capacity providing a position is open which the employee is capable of performing and providing there is written approval of a physician.

F. Death

1. If a District employee dies, his/her estate receives all pay due and any earned and payable benefits as of the date of death.

G. Cobra

1. Any employee that is separated from the company is entitled to be carried on the company health insurance program as per the mandates of COBRA. The employee pays for the premium but does not lose insurance coverage.

H. Exit Interview

1. The Superintendent shall discuss with the employee the reason(s) for the separation in an exit interview whenever possible -- usually on the last day the employee is on the job.

I. Calculation of Separation Pay

1. Upon separation from the District, an employee will be paid for any hours worked but not paid. The employee will also be paid for any accrued but unused paid time off time.

4.0 COMPENSATION

4.1 Compensation

Employee compensation shall be equitable and dependent upon the job classification, performance evaluations, and over-all professional and educational experience and accomplishments of the individual employee.

4.2 Annual Review

Employee compensations should be reviewed and analyzed annually by the Superintendent who shall recommend appropriate changes to the Administrative Control Board for approval or denial. The Administrative Control Board may review and make appropriate changes or recommendations thereto at any time.

4.3 Paychecks

Paychecks will be issued on or about every Tuesday of each week for a total of fifty-two (52) paychecks per year. The District automatically deducts Federal, State and FICA Income taxes, Medicare, and any other required or requested deductions from each paycheck. An employee who terminates his or her employment with the District shall be entitled to a final paycheck within the time period required by law. Such final paycheck shall include all compensation that the employee is entitled to for the time worked from the last pay period to the employee's last day and hour of work and additional compensable accrued hours. The final paycheck may be reduced by any amount or value of offsets allowed by law. All new employees may elect to have their paychecks automatically deposited into their bank account by electronic transfer. At the time of hiring, new employees shall fill out the appropriate paperwork required for such automatic deposit plan.

4.4 Garnishment

An employee's pay will be held by the District upon receipt of a valid garnishment until otherwise directed by court order

4.5 Holiday Pay

Full-time employees shall receive eight (8) hours of holiday pay for each of those days defined herein as legal holidays of the District. Permanent Part-time, Limited and Part-Time employees are not eligible for holiday pay but may be given leave without pay. Holidays occurring during an Employee's vacation leave are not counted as vacation days. Full-time employees who are

required to work on a defined holiday shall be paid his or her regular rate of pay for the hours worked on the holiday, plus eight (8) hours of holiday pay, as provided herein. Permanent Part-Time employees who are required to work on a defined holiday shall be paid his or her regular rate of pay for the hours worked on the holiday.

4.6 Exempt/Non-Exempt Employee Classification

For purposes of overtime compensation under the Fair Labor Standards Act, all employees of the District shall be designated as “exempt” or “non-exempt” as defined in the Act. The Superintendent is hereby designated as exempt. All other employees of the District are hereby designated as “non-exempt”.

4.7 Overtime

It is the policy of the District to discourage overtime work except when overtime work is unavoidable during various times of the year or to respond to extenuating circumstances. Every effort should be made to keep overtime work to a minimum. No employee may perform work over his or her designated hours without prior approval by the employee’s supervisor in consultation with the Superintendent. Failure to secure prior approval of overtime may result in disciplinary action. Except as otherwise provided herein or exempt under Federal regulations, all hours of work officially ordered and/or approved in excess of forty (40) hours per week shall be considered overtime in accordance with the provisions and regulations of the Fair Labor Standards Act. Exempt employees are not entitled to overtime compensation. Non-exempt employees are entitled to overtime compensation at a rate of one and one-half (1-1/2) times their regular rate of pay in accordance with the provisions of the Fair Labor Standards Act. For purposes of overtime calculations, eligibility shall be calculated on hours actually worked (holiday pay and vacation leave are classified as time worked.) Vacation leave will not be classified as time worked if it is not requested and approved at least one week in advance of the overtime.

4.8 Accounting of Time

Each employee is required to maintain daily logs and time sheets and to submit them for examination to their immediate Supervisor. These logs or sheets are then to be filed in the employee’s personnel file, or District file.

4.9 On Call Time

Employees may be required to be on call to answer emergency phone calls and do routine checks of District facilities. Employees will be scheduled for on-call shifts on a rotating basis. Employees

will be paid eight (8) hours of regular wages for each seven (7) day period they are on call. In the event an employee is required to respond to an emergency while on-call outside of regular work hours, such employees shall be paid at the rate of time and one-half (1-1/2) his or her regular rate of pay for such call-out service. Each employee actually responding to an on-call emergency shall be paid for two (2) hours of work minimum regardless of the amount of time spent in responding to the emergency. Telephone, email, text or other electronic communications made by employees shall not be considered a call back. **All employees are required to prepare and file reports for on-call services rendered as required by the District.** As part of responding to emergencies, on-call employees shall immediately notify the assigned District Assistant Superintendent upon receipt of each call-out. During the on call assignment period the on call employee's movements are not restricted, but should be available to respond to emergencies in a timely manner.

4.10 Vacation/Personal Time Off (PTO)

Full-time employees who have completed the introductory period of employment with the District are eligible for vacation leave with pay to be accrued in accordance with his or her tenure of employment. The District believes that a reasonable period of time away from the job is conducive to the good health and wellbeing of the employee and can have a refreshing effect that is to the advantage of the District as well as to the employee. The District awards Personal Time Off (PTO) to all career service employees that have completed their probationary period. PTO is awarded according at the following schedule:

1-4 years	15 PTO days per year.
4-9 years	20 PTO days per year
9-14 years	25 PTO days per year
14 years & over	30 PTO days per year

General PTO Rules

a) In order to accommodate the efficient management of the District, vacation leave must be filed in writing on the employee's timecard at least one week in advance of the requested leave. The number of hours in a PTO day corresponds to the number of hours regularly worked in a day. For example, if you regularly work 8 hours per day, your PTO day consists of 8 hours. The District will try to honor employees requested vacation dates, but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the District. In the event there is a conflict between employees requesting vacation time, the employee who requests the vacation time first will be given

priority, subject to the needs of the District. If two (2) employees make a request for the same vacation days at the same time, then the employee with the most seniority will be given the requested vacation time, subject to the needs of the District.

b) PTO is accrued from the first day of employment and may be used after six (6) months of continuous employment.

c) PTO is based on the number of regular hours worked and the years of continuous employment with the District.

d) The fact that you may have available PTO time does not justify tardiness or un-excused absences. Unscheduled absenteeism and tardiness is grounds for disciplinary action regardless of the availability of PTO.

e) PTO use must be approved in advance by your supervisor in light of your department's scheduling requirements. The only exception is for sudden illness or emergency, in which case PTO may be applied retroactively if approved by your supervisor. PTO may not be used to make up tardiness or unapproved absences.

f) Unused current and accrued PTO may be carried forward to succeeding years up to a maximum of 480 hours. An employee with 480 hours of accrued PTO will not accrue any more hours until the employee has either used some of the accrued hours or sold some hours back under the sell-back policy.

g) All employees are strongly encouraged to take a minimum of ten (10) days of personal time off per calendar year.

e) PTO does not accrue during unpaid leave, or during leave which an employee received compensation from any District sponsored program, such as disability or extended illness leave.

f) PTO accrued in any pay period may be taken the following pay period. PTO will be paid at the employee's regular rate of pay. PTO must be taken in minimum 1-hour increments.

g) After six (6) months of continuous employment, an employee who terminates employment with the District will receive payment for any unused accrued PTO up to a maximum of 480 hour.

h) The District Clerk keeps the official record of accrued PTO.

i) Employees who accumulate two hundred forty (240) hours of PTO may sell back eight (8) hours annually. Employees who reach the maximum accrual of four hundred eighty (480) hours are eligible to sell back PTO hours based on their length of service as listed below.

Length of Service	PTO Days per Year
1-4 years	2 days
5-9 years	4 days
10-14 years	6 days
14 years and over	8 days

To receive payment in lieu of PTO, an employee must request payment by completing a “Sell Back Request” letter and submit to the District Clerk. The District will buy back hours under this policy at the employee’s current regular rate of pay.

4.11 Extended Illness Bank (EIB)

All accrued vacation from employees employed prior to January 1, 2008 will transfer to the employees’ PTO at its current amount. An additional 25% of their sick leave accrual will also transfer to PTO, up to the 480 hour limit. The balance of the sick leave hours will be placed in an Extended Illness Bank (EIB).

EIB hours will be available to the employee after five (5) days of paid illness with notification from a doctor and may be used until the EIB hours are exhausted. Once this EIB balance has been used up, hours may not be put in again.

4.12 Leaves of Absence (LOA)

It is the policy of the District to allow employees justifiable leaves of absence from work without jeopardizing job security, length or service, or benefits obtained through length of service. Full-time employees are entitled to annual vacation, personal leave, court leave, family and medical leave and other leaves as may be established by the District. Leaves are not authorized unless there is a reasonable expectation that the employee will return to employment with the District at the end of the approved period. An employee who fails to report to work on the first day after expiration of a leave of absence is considered to have resigned without notice. In addition, an employee working for another company during a leave is automatically terminated from employment. A LOA should only be granted for the length of time necessary to resolve the particular problem at hand. In most cases (e.g. medical, maternity, military LOA’s) the duration

should be stipulated by attached documentation such as a physician's statement or military orders. Employees on a leave of absence without pay receive no compensation and accrue no benefits. However, previously accrued benefits are retained. Medical insurance can be continued subject to the provisions of the group medical insurance contract and the group life insurance contract until the end of the month from the first day of the LOA without pay. Arrangements should be made through the Superintendent for continuing benefits beyond this period if necessary. Holiday pay will not be granted during a LOA. If employees desire to take vacation in conjunction with a LOA, the vacation must precede the LOA and the appropriate paperwork should be written accordingly.

Employees desiring leave shall complete a Leave Request Form with the Superintendent at least six (6) working days prior to the desired leave time stating the reason for the leave and its expected duration. All requests for leave shall be signed by the Superintendent and the Employee stating any special provisions or conditions for the leave. The form shall be placed in the District's payroll records. With notice to the Employee, any Leave Request exceeding six (6) months shall require Board approval. In the event of an emergency which limits the adequate notice time or restricts the employee's ability to make a leave request, the Superintendent will fill out an Employee Leave Request Form for the employee. Leave of Absences Requests are subject to the following additional requirements:

a) Military. Military duty means training and service performed by an inductee, enlistee, reservist or any entrant into a temporary component of the Armed Forces of the United States and time spent in reporting for and returning from such training in service. It also includes active duty training as a reservist in the Armed Forces or as a member of the National Guard of the U.S. where the call is for training only.

Regular employees who have completed their initial employment period are entitled to a leave of absence from their duties with pay and benefits, without loss of time or efficiency rating or vacation time on all days during which they are engaged in such training following state guidelines of 15 day per year. Pay shall equal the difference between military pay and the regular salary unless the military pay is greater than the regular pay. (The employee turns his military pay over to the District and in returned received his regular pay check.)

Regular employees who have completed their probationary period and who leaves the District's service for compulsory military duty shall be entitled to military leave without pay and with reinstatement rights and benefits pursuant to federal law.

Requests for approval of military leave must have copies of the relevant military orders attached.

b) Funeral Leave. Three days leave with pay may be authorized by the Superintendent for the death of a member of a regular employee's immediate family: Spouse, children, mother, father, brother, sister, uncle, aunt, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Special circumstances or relationships will be considered on a case by case basis by the Superintendent. Funeral leave will start 2 days before the funeral and work up to the day of the funeral. Leave cannot be taken after funeral. Additional leave chargeable to PTO leave may be authorized by the Superintendent if required. All regular employees are eligible for funeral leave regardless of their length of service. It is the employee's responsibility to provide their supervisor with proof of death or funeral notice when requesting funeral leave.

c) Extended Leave for Illness or Temporary Disability. Employees are entitled to extended leave under the following conditions:

i) Paid Leave. Upon written approval of the Superintendent an employee may use accrued PTO leave for the purpose of paid absence from duty during an extended illness or temporary disability.

ii) Unpaid Leave. An employee may be granted an unpaid leave of absence for the purpose of recovery from an extended illness or temporary disability only after exhaustion of all accrued PTO leave and with the written approval of the Superintendent and/or Administrative Control Board for a period not to exceed three months.

iii) Maternity Leave/Paternity Leave. Maternity/Paternity leave is treated in the same manner as any other extended illness or temporary disability. Beginning and ending date of the leave are determined by the attending physician's assessment of the situation.

d) Jury Duty. A regular employee who is called to serve on a jury shall be granted all necessary leave with pay equaling the difference between the pay received while on such duty and the employee's regular salary unless the pay received for jury duty is greater than the regular salary (the employee will turn the jury duty pay check over to the District and receive in return his/her regular pay check for that time period.) An employee called for jury duty should immediately notify their immediate supervisor. A regular employee who is subpoenaed as a witness in an official proceeding shall be granted all necessary leave with pay equaling the difference between the pay received while on such duty and the employee's regular salary unless such pay is greater than the regular salary. An employee

called as a witness should immediately notify their immediate supervisor. An employee who volunteers for jury duty or as a witness is not compensated for time spent in such duty. Time spent in authorized jury duty does not affect PTO leave accrual. All regular employees are eligible for jury duty regardless of their length of service.

e) Personal Leave. A personal leave of absence is time off from scheduled work without pay. A personal leave is not a privilege, and in no instance is a leave granted automatically. Decision to grant a personal leave are based on your work record, the work load and the availability of other personnel to handle the work in your absence.

4.13 Reinstatement

An employee returning from a medical leave will return to his/her original position or to a position of like status and pay, without loss of service credits. If a reduction in staff occurs while the employee is on a medical leave, the employee will receive the same benefits and privileges as would have been granted had he/she been on the active payroll at the time of the reduction of staff. If an employee cannot be reinstated to the former job or similar position because of a reduction in work force or the elimination of the job category, the employee is given the job or status that they would have had if they had not been on a LOA. When reinstated from an unpaid leave which is not covered by PTO, the employee date of hire will be adjusted forward on day for each day of the LOA in excess of 30 calendar days. The employee's rate of pay upon reinstatement will be determined by the Administrative Control Board, taking into consideration any adjustment granted during the employee's absence. If the employee is offered suitable employment at the end of an LOA and refuses; or fails to apply for reinstatement at the end of an LOA, that employee will be assumed to have resigned.

4.14 Leave Donation Program

Subject to the conditions of this policy, employees may choose to donate accrued PTO time to other employees who 1) despite responsible and judicious management of the PTO have used up all of the time as a result of a major illness or serious medical condition and 2) who are otherwise eligible to accrue PTO. The leave donation policy is designed to assist those employees who have responsibly managed their PTO, but who nevertheless find themselves facing a serious illness or medical condition with no accrued PTO left. Employees who have abused or misused the District's PTO program are not eligible to receive donated PTO time. EIB time cannot be donated.

To receive PTO leave donations, the recipient employee must:

1. Apply to and receive approval from the District Board Chairman and Superintendent.

2. Suffer from a major illness or serious medical condition that is not otherwise covered by Workers Compensation insurance.
3. Provide a certificate to the District Clerk from a licensed professional describing the major illness or serious medical condition as well as its anticipated duration, with an indication as to when the employee might reasonably expect to be able to return to work.
4. Take leave for a period longer than (30) calendar days.
5. Deplete all the recipient employee's own accrued PTO and EIB leave.

To donate PTO leave to an eligible recipient, the donor employee must:

1. Complete a leave donation form from the District Clerk indicating the intended recipient and the amount of PTO donated;
2. Donate any amount the employee desires; however, the donation policy is entirely voluntary and no employee is required to donate; and
3. Be an employee of the District who is eligible to accrue PTO leave.

The following general conditions apply to the PTO leave donation policy:

- a. The maximum amount of donated leave an employee may receive in any calendar year is twelve (12) weeks.
- b. The recipients of donated leave will be treated as if they had earned the leave themselves. Therefore:
 - i. Recipients will receive PTO pay on a weekly basis coinciding with normal pay periods;
 - ii. Recipients will receive PTO pay at their regular hourly rate; and
 - iii. Recipients will accrue the same benefits as employees using their own PTO time.
- c. In the event there are multiple donors to a single recipient, PTO will be distributed in the following order:
 - i. First from donors who gave the largest number of hours; and
 - ii. Second chronologically, beginning with the earliest donation.
- d. The District Superintendent and District Chairman in consultation with the

employee's supervisor will determine eligibility for participating in the leave donation program.

5.0 BENEFITS

5.1 Disclaimer

The following provisions briefly describe the District's employee benefits. The District reserves the right to modify or terminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the Superintendent.

5.2 Retirement Program

The District is a member of the Utah State Retirement System (URS). Participation in and administration of the URS shall be conducted in accordance with State statutes and regulations regarding the same. All regular employees will be enrolled in the Utah Retirement System.

Employees hired before July 1, 2011 are included in the Tier 1 Defined Benefit retirement plan. Employees hired after July 1, 2011 are included in the Tier 2 Hybrid or Defined Contribution plan.

The District will match employee contributions to the Utah Retirement system's 401(k)/457 programs up to 5% of salary. Any employee who withdraws money from their 401(k)/457 account will not be eligible for future participation in the district match program.

Upon retirement under the provisions of the Utah State Retirement System the employee may receive credit for all unused PTO hours and 25% of the EIB hours under one of the following provisions:

- a. The money may be contributed to the employee's State 401(k) retirement account up to the maximum allowed by law, with any balance paid to the employee in cash, subject to applicable taxes and withholdings.
- b. The money may be paid to the employee in cash, subject to applicable taxes and withholdings.
- c. Beginning at the employee's final date of employment, the money may be applied toward the retiring employee's premium for continuation of insurance coverage for

the remainder of the current enrollment period. At the end of the current enrollment period any remaining money will be paid to the employee in cash according to item (b) above.

- d. Employees leaving District employment prior to retirement shall forfeit any unused sick leave that has been placed in the EIB account.

5.3 Medical, Dental, Vision and Life Insurance

The District participates in group medical, dental, vision and life insurance programs for its employees. These insurance programs have specified benefits for certain illnesses, conditions and injuries. The District pays the premium for such insurance for eligible employees and may pay a portion of the employee's dependents insurance premiums. Alternatively, the employee may receive a benefit-in-lieu of medical insurance premium payments which benefit shall be designated and approved in writing by the District. Funds paid-in-lieu will be deposited in the employee's 401K account held by the Utah Retirement Systems. Enrollment applications and a detailed schedule of benefits should be provided to the employee during the orientation process and periodically thereafter. Benefit information may also be obtained from the Superintendent. Upon termination of employment with the District, or other qualifying event, employees may be eligible for optional continued coverage in accordance with Federal COBRA requirements.

5.4 Flexible Spending Account

The District has established a Flexible Spending Account to help employees pay for medical premiums with pre-tax dollars. Under the District's Flexible Spending Account Plan qualifying employees may elect to participate to cover health care and medical premiums with pre-tax dollars. Under a Flexible Spending Account, the employee funds the employee's account using pre-tax dollars to pay for medical premiums incurred during a specific time period. The use of pre-tax dollars may reduce the tax burden of the participating employee.

5.5 Social Security/FICA

All employees are covered by the benefits of Old Age, Survivors, and disability Insurance as provided for by law. Contributions of the employee and the District will be made in accordance with the provision of the law.

5.6 Workers Compensation

All employees are covered by Workers' Compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers' compensation payments. For exact compensation coverage check the workers' compensation contract on file with the Superintendent.

Employees may use accrued PTO to make up the difference between Workers' Compensation benefits and their base pay. Total payments cannot be more than employee's regular base pay.

- A. Medical Attention -- an employee who sustains a bona fide, on-the-job injury may seek medical attention from the medical facility outlined by the insurance carrier. Tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven days to the insurance carrier, the Industrial Commission, and to the injured worker. (Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.)
- B. Initial Reporting of Illness or Injury -- Reporting the accident or illness is critical to qualification for payment under workers' compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the supervisor immediately. The supervisor must immediately report the accident or illness to the Superintendent. If needed form 122 must be filled out and a copy sent the insurance carrier and a copy sent the Industrial Commission within seven (7) days from date of the injury.
- C. Reporting while off the Job -- While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the Superintendent to report on his/her condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate dismissal.
- D. Return to Service -- All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee can resume normal duties will be required before return to work. Failure to return to work when directed may result in immediate dismissal. An employee who can return to work in a light duty status may be required to work in a different department and perform duties not contained with his or her current classification.

At the time of final release or settlement of a workers' compensation claim, if no vacancy exists; and, if a reasonable effort has been made to place the employee in another position, he/she may be terminated and paid accrued benefits.

5.7 State Unemployment

All employees are covered by the benefits of State Unemployment. Contributions of the District will be made in accordance with the provision of the law.

5.8 District Uniforms

The District provides uniforms for all employees to promote good workplace hygiene and to keep employees from cleaning contaminated clothing at home. Employees should ensure proper fit and function of the provided clothing and to report any damage for repair. Uniforms provide a degree of protection from variety of occupational hazards employees will encounter including biological hazards, farm and equipment hazards, sun exposure, etc. In addition to District uniforms each full-time employee shall receive a yearly uniform allowance of \$200.00 per year which to purchase primarily protective footwear needed for performing their duties.

6.0 WORKING CONDITIONS

6.1 Work Hours

For the purposes of these policies, the District's work week shall commence on Monday morning at 12:00 a.m. and conclude on Sunday evening at 11:59 p.m.

Work hours for each Department will be reviewed and be designated by the Superintendent. After hours, emergency callout or full-time coverage may be required for District facilities and systems. Alternative work schedules may also be approved by the Superintendent for various positions and Departments. Employees are required to report and remain at work promptly at his or her scheduled times, excluding break and meal periods permitted herein. Late arrivals, early departures and other unapproved personal absences are not acceptable. When it is not possible to report to work on time, the employee shall notify his or her Supervisor as soon as possible before the shift begins. An employee who is absent from work without notice or authorization shall be subject to disciplinary action up to and including termination and shall not be entitled to compensation for such unexcused absences. An employee who is absent from work without notice or authorization for three (3) or more consecutive days shall be considered terminated, subject to termination procedures set forth herein.

District Hours. The normal District work hours, except as otherwise stated herein or as approved by the Superintendent, are eight (8) hours a day, Monday through Friday, 8 a.m. – 4:30 p.m.

Inspection Hours. The normal work hours for employees working as inspectors within the Engineering Department are eight (8) hours a day, Monday through Friday 8 a.m. – 4:30 p.m. Accommodations will be made for District projects or member City projects which have permitted alternative work schedules for contractors and therefore require modifications to the normal work hours. Inspectors are to coordinate with the Superintendent on a case by case basis.

Field Hours. The normal work hours for employees working in the Field Services Department are eight (8) hours a day, Monday through Friday 8 a.m. – 4:30 p.m. from January 1st through May 15th and from August 15th to December 31st. Between May 15th and August 15th, the Field Services Department normal work hours are Monday through Friday 6:30 a.m. – 3:00 p.m. Employees may be required to work longer shifts, night shifts, and/or on weekends.

Lagoon and Treatment Facility Hours. Employees working at the treatment facility may be required to work longer shifts, night shifts, and/or on weekends to provide after-hours coverage. Other than normal work hours for office personnel, employee work hours may vary as directed by

the Superintendent. For purposes of this section, the treatment facility office and pretreatment office personnel are classified the same as District office hours.

After Hours Coverage. Employees may be required to work longer shifts, night shifts, and/or on weekends to provide after-hours coverage. Employee work hours may vary from this general schedule as directed by the Superintendent.

Limitation on Employee Hours. Except in emergency situations, an employee may not work more than twelve (12) continuous hours without a minimum for eight (8) hours off before returning to work. In emergency situations, employee fatigue will be monitored by the supervisor and appropriate rest shall be mandated as required. Once the emergency is alleviated and the employee has worked longer than twelve (12) continuous hours, a minimum of eight (8) hours of time off shall be required before returning to work.

Meal and Break Periods. Full-time employees are entitled to a thirty (30) minute unpaid lunch period, and a fifteen (15) minute paid break period for every consecutive four (4) hours of work to be taken as close to the midpoint of the shift as possible. Break periods may not be used in conjunction with meal periods, nor may they be taken during the first or last scheduled hour of the employee's work schedule. Break periods are to be used for rest and relief and not to run personal errands to outside locations without obtaining authorization to do so from the employee's supervisor. All employees may be required to work overtime. Part-time employees who work six (6) hours or less per day are entitled to one (1) fifteen (15) minute break period, subject to the limitations set forth above.

6.2 Holiday Schedule

All regular employees shall be entitled to twelve (12) paid holidays they are:

1. New Year's Day
2. Human Right's Day
3. President's Day
4. Memorial Day
5. Independence Day
6. 24th of July
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

- A. When one of these days falls on Sunday, the following Monday is observed as the holiday; when the holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
- B. If an employee is required to work on an authorized holiday because of an emergency, they will receive double-time compensation.
- C. If an employee requests to work on an authorized holiday and this is approved, the employee shall be entitled to time off corresponding to the number of hours worked on that holiday.

6.3 Americans with Disabilities Policy

It is the policy of the District to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2008 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the District shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the District. It is further the intent and policy of the District to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

Purpose. It is the purpose of this Policy to communicate to all applicants, employees, participants, beneficiaries, and other interested persons dealing with the District that discrimination based on a disability is prohibited and shall not be tolerated. It is further the intent of this Policy to communicate to persons with disabilities that they have a means to discourage and seek relief from conditions which create barriers for individuals with disabilities or conduct which constitutes discrimination against individuals with disabilities.

ADA Coordinator. The District Clerk is hereby designated as the ADA Coordinator for the District. The ADA Coordinator shall be responsible for the administration of this Policy. Any questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, 1350 South Sand Hollow Road, Hurricane, Utah 84737.

Disability. Pursuant to the ADA, an individual with a disability is a person who:

- (i) has a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (ii) has a record of such impairment; or
- (iii) is regarded as having such impairment.

The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying. Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

Reasonable Accommodation. The District shall provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA unless doing so would impose an undue hardship on the operation of the District's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the District's business.

Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the District. Any applicant or employee requesting a reasonable accommodation shall make such request to the District's ADA Coordinator as designated in Subsection (c). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The District may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the District may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate

consultation service to assist the District in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

Complaint. Whenever an applicant or employee believes he or she has been discriminated against based on a disability regarding his or her employment or application for employment with the District, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall investigate of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the Administrative Control Board a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The Administrative Control Board shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. It is further unlawful for an employer to retaliate against an employee or applicant for asserting his or her rights under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging retaliation as a separate action under this Policy.

Records. The ADA Coordinator shall maintain or cause to be maintained all records of the District pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Governmental Records Access and Management Act, as set forth in Section 63G-2-101, of the Utah Code, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's general personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An

employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other District grievance procedures for any grievance involving discrimination based upon disability.

6.4 Sexual Harassment Policy

It is the policy of the District to provide its employees with a work environment free from sexual harassment. Harassment based upon sex has been held to constitute a violation of Title VII of the Civil Rights Act of 1964 and shall not be tolerated by the District under any circumstances.

Purpose. It is the purpose of this policy to communicate to all employees of the District and all persons conducting business with the District that sexual harassment is prohibited and that violations of this policy will result in discipline up to and including termination. It is also the intent of this policy to communicate to employees experiencing sexual harassment that they have a means to discourage and report offensive conduct, and that such reports will be immediately investigated and appropriate action will be taken.

Notice. All employees of the District shall be responsible for knowing the provisions of this Policy regarding sexual harassment. The Superintendent shall be responsible for posting and/or distributing additional literature to employees informing them of the law and the District's Policy regarding sexual harassment.

Definitions. As used herein, the following words shall have the meaning described below:

- (i) "Reprisal" means a retaliatory action taken against a complainant, department, investigator, witness, or other District official and/or property as a result of a sexual harassment complaint and/or investigation.
- (ii) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

c. such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if it leads to no tangible or economic job consequences.**Scope.** The following conduct represents some of the types of acts which violate the District's Sexual Harassment Policy. These examples are given as a guide to employees and are not intended to be inclusive of all types of acts which violate the District's Sexual Harassment Policy.

(i) Unwanted sexual advances, propositions, or comments, such as:

- a. obscene and insulting terms relating to gender;
- b. sexually-oriented gestures, noises, remarks, jokes, or comments;
- c. unwelcome and persistent requests for social contact;
- d. preferential treatment or promises of preferential treatment for submission to sexual activity; and
- e. sexual attention or other conduct which makes performance of the employee's job difficult.

(ii) Sexual or discriminatory displays or publications in the work place, such as:

- a. displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic;
- b. reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and

- c. displaying signs or other materials purporting to segregate an employee by sex in any area of the work place (other than restrooms and similar semi-private lockers or changing rooms).
- (iii) Physical assaults of a sexual nature, such as:
 - a. rape, sexual battery, molestation or attempts to commit these assaults; and
 - b. intentional physical conduct which is sexual in nature, such as touching, hugging, pinching, patting, grabbing, brushing, or poking another employee's body.

Preliminary Procedures. Whenever an employee believes he or she has been sexually harassed, the following preliminary steps are recommended:

- (i) Notify Accused. The employee should notify the accused, verbally or in writing, that the harassing behavior is unwelcome and that it must stop.
- (ii) Document Occurrence. The employee should immediately write down details of the occurrence, including the date, time, location, witnesses, and other relevant information concerning the event.

Informal Procedures. Whenever an employee believes he or she has been sexually harassed, or has witnessed the sexual harassment of another, the following steps should be taken:

- (i) Notify Superintendent. The employee may initiate an informal complaint by verbally notifying the Superintendent of the harassment. If the Superintendent is implicated in the complaint, then the informal complaint should be made to the Administrative Control Board.
- (ii) Resolution. The Superintendent shall take action he or she deems appropriate under the circumstances, including at a minimum, notifying the accused of the complaint, discussing the provisions of this Policy with the accused, and explaining the action taken to the complainant.
- (iii) Further Action. If the complainant is not satisfied with the Superintendent's resolution of the informal complaint, a formal complaint may be filed as provided herein or an appeal of the informal decision may be made to the Administrative Control Board.

Formal Procedures. Whenever an employee believes he or she has been sexually harassed, or has witnessed sexual harassment of another, the following steps may be taken whether or not the above informal procedures were implemented:

- (i) File Complaint. The employee may file a formal written complaint with the Superintendent using a Sexual Harassment Complaint Form. If the Superintendent is implicated in the complaint, then the formal complaint should be filed with the Administrative Control Board, in which case, all references herein to “Superintendent” shall mean “Administrative Control Board.”
- (ii) Investigation and Resolution. Upon receipt of a formal complaint, the Superintendent shall immediately notify the Attorney for the District of the complaint, and shall thereafter conduct a thorough and objective investigation of the complaint, including but not limited to interviewing both parties and any other witnesses.
- (iii) Prepare Findings. The Superintendent shall, within thirty (30) days from receipt of the complaint, investigate, prepare and distribute to all parties, his or her findings and conclusions from the investigation.
- (iv) Determine Remedy. If a violation of this Policy is found, the Superintendent shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The Superintendent shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:
 - a. the relationship of the parties;
 - b. the nature of the offense;
 - c. the number of complainants; and
 - d. the number of occurrences.
- (v) File Records. If the accused is found to have violated this Policy, all records concerning the complaint, investigation, findings, and discipline shall be placed in his or her Personnel File. If the accused is found innocent of any violation of this Policy, no records concerning the incident shall be placed in his or her Personnel File.

Confidentiality. All complaints and investigations of sexual harassment, whether formal or informal, will be confidential and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement will result in disciplinary action.

Reprisals. Employees are entitled to bring good faith complaints without any reprisal, intimidation, coercion, or retaliation. If an employee believes he or she has been subjected to any act of reprisal resulting from any complaint or investigation of sexual harassment, he or she has the right to file a further complaint alleging reprisal as a separate action under this Policy.

Misuse of Policy. Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action taken against the accuser.

Appeal. Any employee aggrieved by a decision of the Superintendent regarding a formal complaint filed hereunder may appeal such decision by filing with the Administrative Control Board a written appeal within ten (10) days from the date of the decision. The Administrative Control Board shall conduct an investigation of the matter and prepare its findings and conclusions within thirty (30) days from receipt of the appeal.

Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other District grievance procedures for any grievance involving sexual harassment. Nothing in this Policy shall preclude an employee from pursuing other avenues of relief for sexual harassment such as reports to the Utah State Anti-Discrimination Division or the Equal Employment Opportunity Commission.

6.5 Immunization

Due to the high likelihood of exposure to pathogens found in wastewater employees are strongly encouraged to review local health department recommendations for adult immunizations. Immunizations are available for a variety of pathogens that are encountered in wastewater. Proactive care for the health of employees increases worker productivity and reduces the likelihood of personal and family exposure to occupational hazards. Employees are required to schedule their own immunizations and keep their own records. A copy of the immunization record can be kept in an employee's personnel file upon request.

6.6 District Fitness Facilities

The District provides a fitness facility within the District's Administrative Office Building. An employee's use of the Facility is completely voluntary. Prior to the employee using the facilities,

he or she must sign the Employee Fitness Facility Waiver Form acknowledging that he or she agrees to abide by the Policies and Procedures for the use of the Facility.

7.0 CONDUCT

7.1 Personal Appearance

Impressions gained by the public visiting the office or dealing with District employees at any location are very important to the District as a public entity. Consequently, employees are expected to take pride in their appearance and grooming and to dress in a conservative and appropriate manner. Clothing must be clean and in good repair always. Torn or mutilated clothing, tank tops, “above the knee” shorts, cut-offs, transparent clothing, and midribs or other immodest dress are not allowed. Employees are required to wear uniforms if provided by the District.

7.2 Employee Ethics

All employees are required to adhere to legal, moral and professional standards of conduct in the fulfillment of their duties with the District and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. As public employees of the State of Utah, employees shall adhere to the provisions of the Utah Public Officers and Employees Ethics Act set forth in Title 67, Chapter 16 of the Utah Code. Except as otherwise provided in the Act, no employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for himself, or herself, or another if such gift tends to influence the employee in the discharge of his or her official duties, nor use or attempt to use his or her official position to secure special privileges or exemptions for himself or another. Employees are encouraged to discuss and raise any questions or concerns regarding public employees’ ethical duties with the Superintendent.

7.3 Outside Employment

To reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to accept outside employment must submit a written request annually with the Superintendent who shall approve or deny the request based upon the following considerations:

- (a) Whether the outside employment will in any way interfere with the employee’s ability to meet the District’s work schedule, including reasonable overtime and standby assignments;

- (b) Whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the District, either directly or indirectly;
- (c) Whether the outside employment is consistent and appropriate with the employee's position held with the District;
- (d) Whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her District position.

Any request for outside employment shall be placed in the employee's Personnel File. Unless otherwise prohibited by law, the District reserves the right to cancel an approval for outside employment when it is in the District's best interest. Any employee engaged in outside employment without proper approval required herein may be subject to discipline. District employees may not use District equipment or wear District uniforms while engaged in outside employment, nor may they engage in outside employment while on District time. In no event shall any full-time outside employment be permitted. Pursuant to the Utah Public Officers' and Employees' Ethics Act, employees may not accept other employment which might impair his or her independence of judging the performance of his or her public duties as an employee of the District or which might interfere with the ethical performance of such duties.

7.4 Personal Activities

Employees should not perform personal business during working hours. Personal calls during business hours should be kept brief. District equipment or property should not be used for private activities, without prior authorization. Employees shall reimburse the District for any personal use of District equipment, property or services.

7.5 Non-Smoking Policy

- (a) **Purpose.** It is the purpose of this policy to provide restrictions on smoking within the District workplace in order to protect the health, safety and welfare of the District's employees and members of the public who may enter the District workplace from time to time. The provisions of this Policy are intended to and shall be interpreted to be in accordance with the Utah Indoor Clean Air Act and to provide protections to District employees' health in addition to the aforesaid Act.
- (b) **Applicability.** This non-smoking policy shall apply to all District employees.

(c) **Policy.** It is the Policy of the District to maintain the District workplace free from the adverse effects of smoking.

(d) **Definitions.** As used in the Policy, the following words shall have the following meaning:

(i) “Employee” means any person in the service of the District, including volunteers as defined by the District.

(ii) “Smoking” means the possession of any lighted tobacco, electronic cigarette, or other electronic device designed for the consumption of e-liquid product in any form.

(iii) “District workplace” means any buildings, offices, shops, restrooms or vehicles that are owned, rented, leased or otherwise operated by the District and any areas located within twenty (20) feet of such structures.

(e) **Violations.** Any conduct that violates this Policy may result in disciplinary action up to and including dismissal.

(f) The District reserves the right to change this Policy at any time, with such prior notice, if any, as may be reasonable under the circumstances.

7.6 Drug and Alcohol Policy

(a) **Purpose.** It is the purpose of this policy to provide guidelines for the implementation and management of a drug and alcohol testing program for the District. This Policy is intended to provide a safer and more efficient work force by avoiding the negative circumstances created by employee drug and alcohol abuse. The provisions of this Policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act.

(b) **Applicability.** This Drug and Alcohol Policy shall apply to all District employees, including those District employees who are required to comply with the Utah Department of Transportation (DOT) Drug and Alcohol Policy, to the extent permitted therein. All employees who are required to have a CDL to perform their job may be subject to additional testing standards in accordance with DOT requirements for CDL permit holders.

(c) **Policy.** It is the Policy of the District to employ a work force and create a work place free from the adverse effects of alcohol and drug use. No employee of the District may possess, sell or be under the influence of any drugs or alcohol during working hours, when conducting District business or while on District premises, as shown by the presence of such substances or their metabolites in the employee's system.

(d) **Definitions.** As used in the Policy, the following words shall have the following meaning:

- (i) "Alcohol" means ethyl alcohol or ethanol.
- (ii) "Drugs" means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, and its metabolite.
- (iii) "Employee" means any person in the service of the District, including volunteers as defined by the District.
- (iv) "Prospective employee" means any person who has made application for employment or volunteer service with the District and who has been selected as a final applicant by the District.
- (v) "Refusal to submit" to a test means that the employee:
 - (i) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing;
 - (ii) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or
 - (iii) engages in conduct that clearly obstructs the testing process.
- (vi) "Sample" means urine, blood, breath, saliva or hair.
- (vii) "Safety-sensitive position" means any position involving duties which directly affects the safety of governmental employees, the general public, or positions where there is access to controlled substances during the course of performing job duties.

(viii) “Utah Local Governmental Entity Drug-Free Workplace Act” means the Drug-Free Workplace Act set forth at Section 34-41-101, of the Utah Code.

(e) **Testing Required.** In accordance with the provisions of this Policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and/or continued employment with the District. Failure to comply with this Policy may result in the District refusing to hire a prospective employee or disciplinary action for current employees, up to and including termination.

(f) **Basis for Testing.** Prospective and current employees shall be subject to testing for the presence of drug and/or their metabolites and alcohol by the District in accordance with the provisions of this Policy as a condition of hiring, continued employment and voluntary services for any of the following reasons.

(i) Pre-Employment. Final applicants and volunteers selected for a position with the District shall be subject to drug testing as a condition of employment.

(ii) Pre-Announced Periodic. Employees may be subject to preselected and preannounced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(iii) Accidents. Employees involved in a work-related accident involving the loss of life or substantial harm to any person or property, or in which the employee receives a citation involving alcohol or substance impairment under State or local law for a moving traffic violation arising from the accident, may be subject to drug and alcohol testing when there is a reasonable suspicion that drug or alcohol use was a contributing cause of the accident. When an employee has been involved in a work-related accident resulting in an injury requiring more than first aid, a post-accident drug test may be required by the department manager when there is a reasonable suspicion that drug or alcohol use was a contributing cause of the injury.

(iv) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. “Reasonable Suspicion” shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this Policy.

(v) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements. Rehabilitation testing means unannounced but preselected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this Policy.

(vi) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees shall be selected for random testing by using a method uninfluenced by any personal characteristics other than job category.

(vii) Compliance. Employees shall be subject to drug and alcohol testing when required by State or federal law. See the District DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted there under.

(g) **Testing Procedures.**

(i) Consent. Prior to submitting to a drug and alcohol test required herein, or under the DOT drug and alcohol testing policy, prospective and current employees shall sign a Drug and Alcohol Screening Consent Form authorizing the test, permitting the release of test results to the appropriate personnel, and providing the prospective or current employee the opportunity to explain or indicate current or recent use of prescription and over-the-counter medication or other relevant medical information.

(ii) Collection. All sample collection for drug and alcohol testing under this Policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the District.

(iii) **Samples.** Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Employees shall submit to a breath alcohol test for alcohol testing required herein.

(iv) **Testing.** Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology.

(v) **Time.** Any drug or alcohol testing required by the District under this Policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(vi) **Costs.** Except as otherwise provided, the District shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(h) Results.

(i) **Positive Results.** Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as set forth in the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations.

(ii) **Notice.** Prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this Policy by telephone or in writing at their last-known telephone number or address and told of his or her option to have the split urine sample tested as provided in Subsection (iv).

(iii) **Confirmation.** Before the result of any test required herein may be used as a basis for action by the District, the positive test result shall be verified or confirmed. Positive drug test results shall be confirmed by retesting using a gas chromatography or a gas chromatography-mass spectroscopy.

(iv) **Second Test Option.** If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample tested. The cost of the second test shall be equally divided between the donor and the District, unless the second sample tests negative in which case the District shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split sample shall be considered at any subsequent disciplinary hearing if the requirements of this Policy have been complied with in the collection, handling and testing of the samples.

(i) **Action.**

(i) **Discipline.** The District may use confirmed positive test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees.

(ii) **Rehabilitation.** The District may also require that an employee rendering positive test results enroll in a District-approved rehabilitation, treatment or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

(iii) **Procedure.** Any disciplinary action taken by the District for violation of this Policy shall be in accordance with the District disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

(j) **Policy Distribution.** This Policy shall be distributed to employees and made available for review by prospective employees.

(k) **Records.** The use and disposition of all drug and alcohol test results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act.

(l) **Disclaimers.**

(i) **Physician/Patient Relationship.** A physician/patient relationship is not created between a prospective or current employee and the District or any person performing the test, solely by this Policy and the procedures set forth herein.

(ii) **Disabled.** A prospective or current employee shall not be considered “disabled” for purposes of the Utah Anti-Discriminatory Act or the Americans with Disabilities Act solely by reason of testing positive under the terms of this Policy.

(m) **Prescribed Drug Use.** This Policy shall not apply to the proper use of drugs prescribed to an employee by a licensed physician who has been informed of the employee’s occupation and job duties and is of the opinion that the employee can safely work while taking the prescribed drug. All employees shall inform the licensed physician of the employee’s occupation and job duties and ask the physician if the employee can safely perform such duties while taking the prescribed drug. If the licensed physician is of the opinion that the employee cannot safely work or perform his or her job duties while taking the prescribed drug, the employee shall report the prescribed drug use and the physician’s opinion regarding its use in writing to the employee’s supervisor or the District Manager prior to performing any work for the District.

7.7 Use of District Vehicles

(a) **Purpose.** The purpose of this Policy is to establish guidelines for the use of District vehicles by employees. Employees using District vehicles shall comply with this Policy. Employees failing to operate District vehicles in compliance with this Policy shall be subject to disciplinary action.

(b) **Official District Business.** Except as provided in Subsection (j), the use of District vehicles by employees shall be limited to official District business, provided that reasonable incidental stops may be made while in route of District business or during break or lunch periods.

(c) **Use Agreement and Driver’s License Verification.** Each employee using a District vehicle shall sign a Vehicle Use Agreement Form, prior to using a District vehicle, and shall carry a valid Utah Driver’s License corresponding to the type of vehicle being operated. The District shall have the right to review the driving records of all employees in order to identify unsafe or uninsurable drivers. District employees with poor driving records may be prohibited from driving District vehicles. Any employee having his or her Driver’s License suspended or revoked shall immediately report such suspension or revocation to the District.

(d) **CDL License Requirements.** Certain employees of the District are required to obtain and maintain a valid CDL license as part of their positions with the District. As part of this, a current and valid medical card must be maintained at all times. A physical examination for the medical card and the renewal of the CDL license shall be performed

on the District's time. Any co-pay associated with the medical exam to maintain the medical card and the cost of the CDL license will be reimbursed to the employee by the District upon satisfactory renewal of each document. CDL employees driving commercial motor vehicles shall be subject to and comply with all applicable federal and State regulations regarding CDL requirements in addition to the policies set forth in this Section.

(e) **Authorized Passengers.** Non-District persons may only ride in District vehicles in connection with official District business and when accompanied by a District employee. No other persons such as family or friends of employees or strangers are permitted to ride in District vehicles unless otherwise authorized by the Superintendent.

(f) **Operation.** Only District employees may operate District vehicles. All employees using District vehicles shall operate the vehicles in a safe manner and in accordance with all state and local traffic regulations. Employees shall exercise defensive driving skills to prevent accidents. Employees and Non-District passenger as referenced in subsection (e), above, shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation received for non-compliance with such regulations. If a citation is received while in a District vehicle, such occurrence shall be reported immediately to the Superintendent by the employee receiving the citation.

(g) **Vehicle Maintenance.** Employees are responsible for the daily care and general maintenance of District vehicles under their control or assigned to them, provided however, that no outside repair or other alteration to the vehicle shall be made without prior written authorization from the Superintendent. Any mechanical problems shall be reported immediately to the District maintenance personnel.

(h) **Vehicle Abuse.** Any employee abusing a District vehicle shall be subject to disciplinary action. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any District vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

(i) **Accidents.** Employees shall immediately report any accident or damage involving a District vehicle to their Department Manager and to the Superintendent, and shall immediately file with the Employee's Department Manager the Employee Accident Report Form. Employees shall report any equipment breakdown, defect or failure involving a District vehicle to their Department Manager. Employees involved in an accident involving a District vehicle may be subject to drug and alcohol testing in accordance with the provisions of District's Drug and Alcohol testing policies. The Employee's supervisor shall complete and file the Employee Accident Investigation Report

Form with the Superintendent as soon as is reasonably possible following the date of the accident.

(j) **Take-Home Vehicle Use.** Currently, all full-time employees are permitted to take a vehicle home for the express purpose of being available to respond to a call from the “on-call” employee for support. As a prerequisite of take-home vehicle use the employee is required to submit a Vehicle Use Agreement Form. Normally one or more employees per week is “on-call”. In addition to the policies established herein, any employee taking a District vehicle home shall adhere to the following conditions:

- (i) the most direct route to and from the employee’s home shall be taken; unauthorized personal use is prohibited.
- (ii) the vehicle shall be parked and remain at the employee’s home when it is not being used for official business and on-call service;
- (iii) the vehicle shall be returned to the District when the employee is suspended from duty or upon the request of the Superintendent;
- (iv) the employee shall be responsible for maintaining both the interior and exterior of the vehicle in a clean and safe condition; and
- (v) the employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work, and shall provide any information required by the District to complete the relevant tax forms regarding such use.

(k) **Private Vehicle Use.** Employees shall use District vehicles to the maximum extent possible for District business. When circumstances require an employee to use his or her private vehicle for District business, the employee shall maintain and submit accurate, complete mileage records and may be paid mileage reimbursement in the amount specified by the Internal Revenue Service and approved by the Superintendent.

(l) **Restrictions on Texting and Mobile Phone Use.** Texting is strictly prohibited while operating District vehicles or while driving personal vehicles for District business. Employees shall be subject to and comply with the restrictions of mobile phones while driving District vehicles or while driving personal vehicles for District business.

7.8 Internet Use Policy

The District provides internet access to designated employees for their use to transact District business. If authorized, employees may access the internet for their own use, during hours that are outside the normal District work day. The District may choose to restrict access to various internet sites. Absent specific blocking of a site, employees are expected to refrain from accessing sites which would be considered offensive by community standards. The District reserves the right to monitor individual internet usage on District equipment at the discretion of the District. Employees that access the internet must be aware that the hardware and software utilized for the internet access can log all District internet activity, including linked sites. Nothing in this policy shall prohibit law enforcement officials from examining any internet usage in the course of an ongoing investigation of civil or criminal activity. The District reserves the right to disclose any internet activity to law enforcement officials. When accessing the internet, employees are expected to use anti-virus software on their workstations and particular caution for computer viruses should be exercised if files are downloaded. Employees using the District internet/computers have NO personal interest in and NO expectations of privacy with regards to their use of the District's internet and computer system. Any conduct that violates this policy may result in disciplinary action up to and including dismissal. The District reserves the right to change this policy at any time, with such prior notice, if any, as may be reasonable under the circumstances.

7.9 E-Mail Use Policy

The District provides e-mail (electronic mail) to designated employees for their use to transact District business. Use of information technology is to comply with Federal and State law. Any illegal duplication or unauthorized installation of software is prohibited. Except for de-minimus personal use of District technology and equipment, the software and the data are to be used for bona fide District purposes only. Equipment and information belong to the District. Employees should assume that e-mail access can be monitored and is subject to the provisions of the Utah Government Records Access and Management Act. Employees have a duty to keep unauthorized persons from using the District's equipment or accessing unauthorized data bases. The District, utilizing the District's computer system, will retain, categorize and protect public information and emails contained on the District's computer system in accordance with the applicable provisions of the Government Records Access and Management Act. Employees have a duty to comply with security measures established by the District. Employees have NO personal interest in, and NO expectations of, privacy with regard to the e-mail messages they send or receive with District equipment. Employees are expected to refrain from sending or encouraging the receipt of, messages for which the content would be considered offensive by community standards. The District reserves the right to access and disclose the contents of e-mail messages, but will do so only when it has a legitimate business need. The District will not monitor e-mail messages as a

routine matter; however, there may be a need for the District to occasionally review e-mail content for specific reasons. Nothing in this policy shall prohibit law enforcement officials from examining any e-mail messages in the course of an on-going investigation of civil or criminal activity. The District reserves the right to disclose any e-mail messages to law enforcement officials. In case of termination or extended absence, work-related e-mail messages may be forwarded to the most appropriate employee. Any conduct which violates this policy may result in disciplinary action up to and including dismissal. The District reserves the right to change this policy at any time, with such prior notice, if any, as may be reasonable under the circumstances.

7.10 Use of Mobile Phones

Purpose. The purpose of this policy is to establish guidelines for the use of cellular phones while on the job and operating a vehicle.

Use of Cellular Phones. Employees using cellular phones (whether District or private) while driving District vehicles or while driving personal vehicles for District business shall:

- (i) Take all appropriate steps to ensure that the employee is not distracted by the cellular phone to the point that safety is compromised.
- (ii) Connect and use hands-free accessories when using cellular telephone.
- (iii) Use care when dialing cellular phone to ensure that safety is not compromised by the dialing process. This may require the employee to safely pull over to the side of the road to a safe area in order to look up numbers and/or to dial the phone.
- (iv) Use care to ensure that any cellular phone related activities do not interfere with the employee's safe operation of the vehicle. For instance, if the employee must make notes during a phone call, the employee must safely pull over to the side of the road to a safe area before making said notes.

Official District Business. District cell phones are to be used for official District business; however, employees may make occasional personal calls for urgent matters so long as the employee does not exceed the total minutes allotted by the District for the subject phone.

Private Cell Phone Use. Personal calls during working hours are to be limited. Employees may choose to carry a District issued cell phone or may opt to use their personal phone for District business. If an employee opts for the latter they will receive a stipend each month in the amount equivalent to the District's cost for providing a phone. The employee must acknowledge and sign the Private Cell Phone Use Form which states that all requirements and restrictions that are

expected on District phones are expected on personal phones during work hours, see below. As a matter of courtesy, all cell phones should be turned off during District staff meetings.

Employees using District cell phones have NO personal interest in and NO expectations of privacy with regards to their use of District cell phones during hours when they are working for the District.

Abuse. Any employee abusing a District cellular phone shall be subject to disciplinary action.

Amendment. The District reserves the right to amend or change this policy at any time, with such prior notice, if any, as may be reasonable under the circumstances.

Compliance with Policy. No employee shall receive a District cellular phone until he or she has received, reviewed and agreed in writing to comply with this policy. Such documentation shall be retained in the employee's personnel file.

7.11 Travel Policy

The District will reimburse an employee for use of the employee's private vehicle. It is anticipated that an employee will use either a District vehicle or personal vehicle for in-state District business. In-state air travel will be reimbursed for air fare not to exceed the District's per diem rates for travel. For out-of-state travel, if the employee desires to drive he/she will be reimbursed up to the amount of the coach airfare but not in excess thereof. If an employee utilizes his or her own transportation for out-of-state travel, the additional travel time required to drive will be counted as vacation leave. Employees will be paid a per diem amount for travel requiring an overnight stay. The District considers a "day" as the day of departure, each successive twenty-four (24) hour period spent at the travel destination and the day of return. The travel per diem shall be established in accordance with published IRS rates. Arrangements for overnight accommodations will be made by the District and paid for by the District. If the employee selects alternate accommodations, the employee will not be reimbursed. Registration fees for approved seminars and conferences will be paid by the District. Each employee desiring to travel on District business and each employee requesting any travel reimbursement from the District is required to submit a written Authorization for Travel and Estimated Expenses Form. The District does not reimburse for any personal expenditures made while traveling on District business. Accounting for time during travel

- a) Employees traveling for the district will accrue hours worked while traveling during his/her regularly scheduled hours.
- b) Employees traveling outside of their regularly scheduled hours will not continue to accrue hours worked if they are free to choose their activities. For example an employee traveling by air is able to decide if he/she wants to read, nap or play video games. This

employee would not be able to accrue work hours. An employee driving a car would continue to accrue hours while passengers would not.

7.12 Weapons Policy & Prohibited Items in the Workplace

Unauthorized possession of firearms, weapons or explosives on or in District owned property or equipment is not permitted. District employees must comply with applicable Utah State laws pertaining to concealed firearms, explosives and/or weapons. Employees shall not have the right to possess, maintain or carry these items on District property if such action creates a hostile work environment. Any employee found in violation of State law or who creates a hostile work environment will be subject to immediate disciplinary action up to and including termination.

7.13 Profanity Free Workplace

Profanity in the work place, especially before or at members of the Ash Creek Special Service District is a serious offence. If a formal complaint is received by the District, the Supervisor will discuss it with the employee. After two formal complaints, if the supervisor feels it necessary, a letter of reprimand will be placed in the employee's personal file.

7.14 Purchasing

The purpose of this policy are to provide for the greatest possible economy in procurement activities, and to ensure that the District will receive the best possible service or product at the lowest possible price.

No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interest and the public duties.

Any person involved in making procurement decisions is guilty of a felony if the person asks, receives or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interest in selling to the District.

Authorization to Purchase

Any person that has been authorized to make purchases in behalf of the district should be familiar with and make all purchases in accordance with the District's purchasing policy.

7.15 Conflict of Interest

A District board member, officer, employee or representative shall at all times act with honesty, honor and integrity in making decisions, including procurement transactions, on behalf of the District.

A conflict of interest may occur if a potential procurement transaction influences or appears to influence the ability of a board member, officer, employee or representative to exercise objectivity or impairs the individual's ability to objectively determine whether such procurement transaction is in the best interest of the District.

District board members, officers, employees or representatives are obligated to avoid and disclose ethical, legal, financial, or other conflicts of interest involving their employment with the District, and, when required, remove themselves from a position of decision-making authority with respect to any conflict situation involving the District.

8.0 SAFETY

The District has established safety policies and procedures which are set forth in the District's current Safety Manual. The Safety Manual may be amended from time to time by the Board.

8.1 Employee Duties

Employees shall implement safety precautions at all times and must be cognizant of conditions that may be hazardous. Any unsafe conditions should be reported immediately to a supervisor or the Superintendent and reasonable measures should be taken to remedy the hazardous condition. Each employee shall maintain his or her work area in a clean and safe condition. District employees shall read and comply with the provisions of the District's Safety Manual as well as the professional conduct requirements of their licensure, certification and occupational standard best practices. Failure to comply with such safety provisions may result in disciplinary action, up to and including termination.

8.2 Report of Accident or Injury

All accidents or injuries, regardless of how slight, should be reported immediately to the employee's immediate supervisor and to the Superintendent.

9.0 PERFORMANCE STANDARD

9.1 Performance Appraisal System

Employees shall be evaluated in accordance with the “Performance Appraisal System” adopted by the District. The purpose of the employee Performance Appraisal System is to promote maximum efficiency in the work force, to ensure fair treatment of employees, to provide the means to reward competent, hard-working employees and separate incompetent or non-productive employees; and to improve employee job satisfaction through mutual understanding between supervisors and employees.

9.2 Evaluations

Employees shall be evaluated under the Performance Appraisal System at specifically designated times including the end of the employee’s Introductory Period and annually thereafter by the Superintendent or his or her designee. Limited Employees need not be formally evaluated under the Performance Appraisal System. All evaluations shall be discussed personally with the employee and a written record and summary of the evaluation should be reviewed by the Superintendent and included in the employee’s Personnel File. All evaluation forms shall remain confidential and should not be shown to any person other than the employee, the Superintendent and the Administrative Control Board, in accordance with the Government Records Access and Management Act.

9.3 Definitions

Performance evaluation: A systematic process of appraisals assessing/appraising an employee’s performance in the achievement of pre-planned goals objectives and standards over a given period.

Performance management. The day-to-day supervision coaching, guidance and feedback provided the employee by the immediate supervisor.

Performance plan. A collaborative and systematic process to develop goals, objectives, performance standards and success criteria by a member and supervisor against which the member’s performance/achievements will be judged in the next twelve months or other agreed upon period.

9.4 Performance Evaluation

A. Standards

1. Performance standards and expectations shall be established for each employee. This process shall be overseen by the superintendent. Each employee shall participate in the establishment of performance standards and expectations relevant to his job. These standards shall be reviewed from time to time to ensure that they adequately and efficiently reflect the duties and responsibilities for that position.
2. Employees shall be advised of how they are performing in relation to these established standards.
3. Employees shall be made aware of the time frames and actions to be taken to improve performance and to increase the value of their service
4. Employees shall know what role the supervisor shall play in providing them with assistance toward improved performance.
5. Under no circumstances should an employee be allowed to prepare his own performance evaluation.

B. Performance rating

1. Each employee evaluation shall provide an overall performance rating which can be equated to one of the following levels;
 - a. Capability – An individual’s capability and technical competency to achieve the results they are responsible to achieve
 - i) 3 – All necessary capabilities to succeed in this role
 - ii) 2 – With training, could be a 3 in this role
 - iii) 1 – Can’t reasonably become a 3 in this role
 - b. Impact – An individual’s impact on those they interact with – their eagerness to adjust efforts to ensure that their work and attitude helps others
 - i) A – Positive impact on others
 - ii) B – Mixed impact on others
 - iii) C – Negative impact on others

c. Effort – An individual’s work ethic, initiative, and diligence in delivering results

- i) + - 9 or 10 on a scale from 1 – 10
- ii) - 8 or below

C. Evaluation Period

1. Each employee shall receive a written evaluation not later than the fall of each year. This evaluation shall cover and relate to the period under review not to past years.
2. Performance evaluation is an ongoing process which required that superior and subordinate meet periodically to discuss achievements review performance and mutually agree on strategies to eliminate performance problems. This ongoing process culminates in the written evaluation at the end of the annual appraisal period.
3. Probationary employees shall receive a written evaluation at least twice during the probationary period.

9.5 Performance Management

Performance planning is a continuing and collaborative process in which employees and their supervisors:

- a) Jointly identify objectives for the upcoming time period;
- b) Define priorities and performance standards; and
- c) Compare progress against expectations and review the plan when necessary.

A. Requirements

1. Each employee shall be provided with a written performance plan by the Fall of each appraisal year which runs from Fall of the present year to Fall of the following year.
2. The performance plan shall include goals and objectives, mutually acceptable performance standards, a prioritization of goals and objectives and a copy of the evaluation form to be used.

3. Both the employee and his supervisor shall sign the performance plan. The employee shall receive a copy from the supervisor who will also retain a copy for his use.
4. When time and circumstances permit, supervisors should complete a written performance plan on all new employees prior to their assignment to their work duties. When circumstances do not permit, the performance plan is to be completed as soon as possible given the existing constraints.

9.6 Performance Planning and Review Process

A. General

1. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.
2. Objectives specify what it is we want to achieve from an activity.

B. Fundamental Principles of Performance Planning

There are certain fundamental principles which govern the establishment of goals, objectives and performance standards.

1. Participatory goal-setting - In setting goals and objectives of employees, the supervisors should seek to involve employees in the process.
2. Outline results to be achieved - there should be room for flex-ability. The supervisor should discuss with the employee how much will be done, by when and what resources will be needed.
3. Relate to organizational objectives and goals - in the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization. This is the responsibility of each supervisor/manager.
4. Define objectives - Objectives must be clearly defined and understood by both the employee and his supervisor. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.

5. Give support - The supervisor must convince the employee that he will be fully supported in pursuing the achievement of the mutually agreed upon objectives and standards.

C. Conducting the Performance Review

1. An informal review is a regular, periodic feedback to each employee regarding his performance. It constitutes one set of the building blocks for the formal review.
2. Generally, a formal review is essentially a structured interview which shall be afforded each employee at least once annually during the fall. It is the responsibility of the Superintendent to ensure that each employee is afforded a performance evaluation interview by the employee's immediate supervisor in the presence of the reviewer.
3. The evaluation form to be used for the formal review can be found in the appendix to this handbook.

D. Confidentiality

1. Performance evaluation forms should remain in the employee's personnel file and become part of the private information of that file. The employee shall also be given a copy of the performance evaluation for his use.
2. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions.

9.7 Continuing Education

Regular employees are encouraged to obtain continuing education through attendance at job related seminars. Requests for attendance must be approved in advance by the immediate supervisor.

- A. Continuing Education required by the District -- When the District requires an employee to attend any education or training course, conference, seminar, or certification course, the District will provide the necessary time off with pay and will reimburse the employee for

all associated cost including tuition or registration fees, authorized travel, meals, and lodging.

- B. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the Superintendent, and upon successful completion of relevant training course, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper documentation.

9.8 Certification Program

The State of Utah has a certification program for employees to obtain certification in wastewater treatment and collection systems. The State certification program was established in order to assist in protecting the quality of waters in the state of Utah by helping ensure that personnel in charge of wastewater works are trained, experienced, reliable and efficient; to protect the public health and the environment and provide for the health and safety of wastewater works operators; and to establish standards and methods whereby wastewater operating personnel can demonstrate competency. Any employee of the District who successfully passes any state certification testing administered by the State of Utah shall be entitled to receive an automatic hourly pay increase in accordance with the following schedule.

<u>Level</u>	<u>Treatment</u>	<u>Collection</u>
Small Lagoons	\$0. 50	\$0.00
1	\$1.00	\$1.00
2.	\$1.50	\$1.50
3.	\$2.00	\$2.00
4.	\$2.50	\$2.50

Eligibility to apply for or take any such testing shall be determined by the District Superintendent based on the current or future needs of the District and the number of qualified operators at each level.

9.9 Training

It may be desirable and appropriate for District employees to participate in certain lectures, meetings, training programs, conferences, seminars, or conventions as needed to assure high-quality performance of his or her position with the District. Participation in such activities may be initiated at the employee's request or required by the District. Any employee desiring to participate in such an activity shall submit a written request to the Superintendent at least fifteen (15) business

days prior to the activity stating the date, hours, location, cost, estimated expenses, nature and purpose of the activity and justification for the employee's attendance. The Superintendent shall review all requests and may approve or deny the same at his or her discretion. If the District requires an employee's attendance at an activity described herein, the District will pay for the registration fees and a travel per diem pursuant to the District's Travel Policy. This policy is not applicable to an employee's voluntary attendance in a course of formal education instruction that takes place after hours, unless such instruction is requested or required by the District.

10.0 GRIEVANCES

10.1 Communication

Matters that involve the district's policy, operation, and organization are brought before the Administrative Control Board by the Superintendent, or by a person designated to do so by the Superintendent.

Employees may, from time to time, be given directions from persons other than their immediate supervisor. In such cases, the employee must notify his or her immediate supervisor about the direction, purpose, and relevant facts of the situation.

To promote an "Open Door" policy, supervisors and the Superintendent will be willing to listen to employee ideas, complaints, suggestions, etc. If an employee does not feel comfortable going to his/her supervisor or the Superintendent on a specific problem, he/she may go directly to any member of the Administrative Control Board.

10.2 Grievances

Employees may appeal a decision or disciplinary action by the District which affects his or her employment pursuant to the provisions set forth herein. These guidelines should not be construed as preventing, limiting or delaying the District from taking disciplinary action, including immediate termination, in circumstances where the District deems such action appropriate. Except as required by State or federal law, the grievance procedures provided herein shall be exhausted prior to seeking alternative remedies.

10.3 Informal Grievance Procedures

An employee with a grievance may first attempt to settle the matter through discussion with his or her supervisor or the Superintendent if the grievance involves the supervisor. The supervisor, or the Superintendent if applicable, shall make every effort to find an acceptable solution to the grievance. If the employee does not believe the problem has been satisfactorily resolved within ten (10) days after the circumstances are first discussed with the supervisor, or any time prior thereto, the employee may pursue formal grievance procedures.

10.4 Formal Grievance Procedures

- (a) **Complaint.** Any aggrieved employee may file a formal written Grievance with the Superintendent within ten (10) days of the event causing the grievance. The time for

filing a formal written grievance shall be tolled during the time for which informal grievance procedures are pursued, and may be extended by the Superintendent upon a showing of good cause. If the grievance involves the Superintendent, the Grievance may be filed with the Chair of the Administrative Control Board, in which case all references herein to “Superintendent” shall refer to “Administrative Control Board.”

(b) **Investigation.** Upon receipt of a Grievance, the Superintendent shall promptly conduct an investigation of the Grievance, including but not limited to interviewing the employee and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the Grievance.

(c) **Findings and Conclusions.** The Superintendent shall, within thirty (30) days from receipt of the Grievance, prepare and distribute to all parties, his or her findings and conclusions from the investigation, including a description of the resolution of the Grievance and notice of the employee’s right to appeal.

10.5 Retaliations

Employees are entitled to bring good faith grievances hereunder without fear of reprisal, intimidation, coercion or retaliation. No person shall discriminate against another because that individual made a grievance complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein. No person shall coerce, intimidate, threaten, harass or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Employees are further protected under the provisions of the Utah Protection of Public Employees Act, more commonly known as the “Whistle Blower’s Act”.

10.6 Appeal

Any person aggrieved by a decision of the Superintendent regarding a formal grievance filed hereunder may appeal such decision by filing with the Administrative Control Board a written appeal within ten (10) days from the date of the decision. The Administrative Control Board shall conduct an investigation of the matter and thereafter prepare and distribute to all parties its written findings and conclusions within thirty (30) days from receipt of the appeal.

10.7 Records

The Superintendent shall cause to be maintained all records pertaining to employee grievances filed hereunder and all records pertaining to an appeal of such grievances in accordance with the Government Records Access and Management Act.

11.0 CORRECTIVE DISCIPLINARY ACTION

11.1 Corrective Disciplinary Action

It is the policy of the District to be fair, impartial, and consistent in treatment of all employees. Normal day-to-day informal employee counseling, with emphasis on positive expectations and having the employee feel that they are part of the team, is the first approach to corrective disciplinary action.

Corrective disciplinary action is used as a method of addressing an unsatisfactory personal behavior or performance problem and will be based on the seriousness of the conduct, any past occurrences, and any other relevant circumstances.

All counseling sessions performed during all steps are to be documented and kept in the employee's personnel file.

In each instance of corrective disciplinary action, the employee will be given an opportunity to present his/her side of the story before any corrective action is taken.

Corrective disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotions, pay increases, commendations, or other beneficial official personnel actions.

In most situations corrective action will be progressive as detailed in 11.3. However, there are some situations where the conduct may be of such a serious nature that the corrective action required could result in dismissal on the first occurrence.

11.2 Corrective Action Rules

Some examples of conduct which could cause suspension or dismissal shall include, but not be limited to, the following:

1. Gross neglect of duty.
2. Refusal to comply with management's lawful instructions.
3. Intentional falsification of personnel records, time reports or other records.
4. Conviction of a felony.
5. Indulging in careless or offensive conduct.

6. Inefficiency in the performance of job duties.
7. Carelessness or neglect with monies or property.
8. Theft or intentional destruction of property.
9. Intoxication by alcohol or drugs while at work.
10. Inducing, or attempting to induce, any employee to commit an unlawful act or to violate professional ethics.
11. Using or threatening to use personal or political influence to secure special consideration.
12. Accepting personal gifts or gratuities in exchange for favorable treatment.
13. Distributing and/or discussing with unauthorized persons any confidential information obtained through their employment.
14. Excessive absences and/or tardiness.
15. Smoking in unauthorized areas.
16. Violating a safety rule or practice.
17. Unsatisfactory job performance.
18. Breach of professional confidence.
19. Engaging in the unlawful manufacture, distribution, possession, or use of a controlled substance.
20. Sexual harassment.
21. Any other conduct which would indicate an employee's unwillingness or inability to perform or which at the sole discretion of management is detrimental to the best interests of the District.

11.3 Warnings and Reprimands

If at the discretion of the Administrative Control Board, the conduct of the employee is of such severity that the following order of disciplinary actions should not be followed, the Administrative Control Board may select the appropriate action. If an employee receives three (3) written reprimands and/or verbal warnings for the same or different offenses within a period of eighteen (18) months or less, the employee may be dismissed at the time of issuance of the third warning or written reprimand subject to District pre-disciplinary procedures set forth herein.

Friendly Warning -- The first time a minor violation occurs, the Supervisor or Superintendent will discuss it with the employee.

Verbal Warning -- the second time, for the same minor violation, or the first time for a serious violation, the Supervisor or Superintendent will counsel with the employee. Signed documentation of the verbal warning shall become a permanent part of the employee's file

and a copy shall be provided to the employee. A third party witness must be present during this warning.

Written Warning -- A written notice is given to an employee for a third violation offense or for a violation of a very critical nature, according to the following steps:

1. The Supervisor or Superintendent will explain the seriousness of the situation. A third-party witness must be present during this warning;
2. Both parties will discuss possible solutions to the situation;
3. A written warning is completed and signed by both parties including
 - a. A time table for evaluating corrected behavior
 - b. Consequences of not complying with the required changes;
4. In accordance with applicable sections of this policy, an employee who is found in violation of the District personnel rules and regulations, or has failed to comply with some other policy, etc., shall be subject to disciplinary probation for a period not to exceed six (6) months. The superintendent in consultation with the Board shall be permitted to place probationary period is intended to correct deficient behavior or unsatisfactory performance. Upon completion of this period, the employee will either resume normal work or dismissal action will be necessary.
5. A copy of the form shall become a permanent part of the employee's file and a copy provided to the employee

11.4 Suspension

Suspensions are temporary separations from employment (with or without pay) for disciplinary purposes. Each suspension shall not exceed three (3) days. Suspensions may be used when an employee does not comply with requirements listed in a written warning. A Supervisor or Superintendent may suspend an employee who is under his/her supervision when the warning system has not worked or for a serious violation of district policy. A third-party witness must be present during the suspension process. The Supervisor or Superintendent must give a report in writing to the Administrative Control Board regarding any suspension.

11.5 Dismissal

The Superintendent with prior approval of the Administrative Control Board shall have authority to terminate the services of any employee because of:

1. A reduction in force;
2. A final step in the discipline procedure;
3. A critical violation of a disciplinary rule;
4. Unsatisfactory job performance;
5. Other violation.

No regular employee shall be dismissed because of a reduction in force while there are temporary or part-time employees serving in the same or comparable positions.

A third-party witness must be present during the dismissal process.