

7-0 WORKING CONDITIONS

7.a. Policies Governing Work Schedule

Conditions of work pertaining to schedules, overtime, leave, and related matters shall be consistent with these policies and any applicable administrative orders. Such policies and/or administrative orders shall be established or approved by Authority Executive Management.

7.b. Work Period

Work Period is defined as a consecutive seven day 24-hour work period of 40 hours for all non-exempt employees and a 14 day 80-hour payroll cycle for all exempt employees. ~~Tasks shall be assigned and wages paid in return for work completed, on the expectation that a fully competent employee is capable of completing the assigned workload within a normal Work Period.~~

7.b.(1) Schedules shall be set to provide adequate staff coverage during the normal business hours of the Authority. Normal working hours may be defined in accordance with administrative orders.

~~7.b.(1)~~ 7.b.(2) Authority Executive Management shall develop a process in providing UCA employees with a UCA-provided cell phone or an allowance for a cell phone.

7.c. Lunch and Break Periods

Each employee's work day may include a lunch period of up to one hour and two 15-minute work break periods, one in the morning and one in the afternoon. Any lunch period shall be ~~unpaid,unpaid;~~ however, the two 15-minute work break periods shall be paid. Break periods may not be accumulated to accommodate a shorter work day or a longer lunch period. Any lunch period may not be accumulated over a period greater than one day to accommodate a shorter work day or a longer lunch period.⁺ Any use of a

~~1 To clarify, with Authority Management's approval, an employee may skip or shorten their lunch to leave earlier than they otherwise would if they were to utilize an hour lunch, but only within the same day. As an illustration, an employee scheduled to work 8 hours per day, 5 days per week, from 8:00 a.m. until 5:00 p.m. with a one-hour lunch break, may skip lunch one day and leave at 4:00 p.m., with their manager's approval. This employee may not, however, skip lunch Monday through Thursday in order to leave at noon on Friday. Similarly, an employee scheduled to work 10 hours per day, 4 days per week, from 7:00 a.m. until 6:00 p.m. with a one-hour lunch break, may shorten (or skip) lunch to ½ hour in order to leave at 5:30 p.m. or arrive at 7:30 a.m. that day. This employee may not, however, shorten his/her lunch to ½ hour Monday through Thursday in order to leave at 4:00 p.m. on Thursday.~~

lunch period to shorten a work day must be approved by Authority Management. Any exceptions must be approved in writing by Authority Executive Management.

7.d. **Comp. Time, Overtime and On-Call Time**

Authority Management may request an employee accept extra work on an excess, overtime, or on-call basis. Any extra work must have the approval of Authority Management. Authority Executive Management, at the request of a Division Director, can pre-authorize overtime for individual employees and/or categories of employees up to a limit, which limit shall not be exceeded without Authority Management Approval. Employees shall be eligible for overtime compensation when they work more than 40 hours in a work week.

7.d.(1) Overtime compensation is established for each position as follows:

7.d.(1)(a) Overtime compensation for FLSA non-exempt employees provides for either: (i) pay at 1-1/2 times the hours worked times the employee's pay rate in effect when overtime was earned; or (ii) compensatory time off at 1-1/2 times the hours worked, at the employee's discretion.

7.d.(1)(a)(i) All non-exempt employees must sign an FLSA agreement electing whether he/she be compensated for overtime by: 1) compensatory time off or 2) paid for overtime work per Section 8.d.(1)(a).

7.d.(1)(b) Generally, FLSA exempt employees are paid on a salary basis. If an FLSA exempt employee is paid on an hourly basis, he/she shall be paid overtime at either (i) pay at straight time times the employee's pay rate in effect when overtime was earned; or (ii) compensatory time off at straight time, at the option of the employee.

7.d.(2) If elected, compensatory time off is provided to an employee in lieu of monetary overtime compensation.

7.d.(2)(a) Employees may use compensatory time the same way as annual leave.

7.d.(2)(b) Authority employees shall attempt to arrange for use of compensatory time off as soon as practicable. Employees may not accumulate more than 80 hours of compensatory time. At the time when an employee exceeds 80 hours of accrued compensatory time off, the employee will be paid for any overtime hours worked.

7.d.(2)(c) The Authority may pay out compensatory time under one of the following: (a) paid off automatically in the same pay period accrued; or (b) upon request of the employee.

7.d.(3) Payment for overtime hours worked will be at the rate of pay in effect when the overtime was earned.

7.d.(4) Employees required to be available for on-call work shall be compensated for on-call time at a rate of 1 hour for every 12 hours the employee is on-call.

7.d.(4)(a) Time is considered 'on-call time' when the employee has freedom to engage in personal matters as long as he/she is available for call to duty with a one (1) hour (or less) response time.

7.d.(4)(b) An employee must be directed and authorized by Authority Management, either verbally or in writing, that he/she is on call for a specified time period. Carrying a beeper, cell phone, or other similar device shall not constitute on-call time without specific directive from Authority Management.

7.d.(4)(c) The employee shall record the hours spent in on-call status on his time-sheet in order to be paid.

7.e. **Leave**

All full-time employees are eligible for leave benefits. Each employee eligible for leave benefits shall accrue and may use leave on the following basis.

7.e.(1) **Holiday Leave:**

Full-time employees shall accrue eight hours of paid holiday leave for designated holidays. Holiday leave will be taken on the holiday unless otherwise requested or approved by Authority Management. For employees working 4 days per week, if the holiday falls on a date that an employee is not scheduled to work, he/she may elect to take the holiday on the next scheduled work day or to simply be paid for the holiday (8 hours) at their regular hourly rate.

7.e.(1)(a) The Authority will recognize and observe all holidays designated by the State of Utah. Authority offices will be closed on the designated holidays, unless otherwise directed by the Director.

7.e.(1)(b) If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, generally, the preceding Friday shall be observed as a holiday.

7.e.(1)(c) If an employee is required to work on a designated holiday, the employee will be given ~~another day off (8 hours), with pay;~~ administrative leave of 8 hours in lieu of the holiday worked or

shall be permitted to be paid for the holiday (8 hours) at their regular hourly rate.

7.e.(1)(d) Authority employees shall arrange for the use of a deferred holiday within the pay period in which the holiday occurs. If the holiday occurs on the last day of a pay period, employees shall arrange to use a deferred holiday within one week.

7.e.(2) Annual Leave

7.e.(2)(a) Unless otherwise dictated by the Director, full-time employees shall accrue annual leave, sometimes referred to as vacation leave, with pay at the rates indicated below for the tenure of employment:

7.e.(2)(a)(i) Service through the completion of five years - four hours each pay period.

7.e.(2)(a)(ii) Service from the beginning of the sixth year through the completion of ten years -- five hours each pay period.

7.e.(2)(a)(iii) Service from the beginning of the eleventh yearsyear through completion of twenty years-- six hours each pay period.

7.e.(2)(a)(iv) Service from the beginning of the twenty-first or more years -- seven hours each pay period.

7.e.(2)(b) Time off from work for annual leave shall be approved in advance by the employee's supervisor, and shall be consistent with the efficient operation of the Authority as determined by Authority Management. Any continuous leave of two weeks or greater shall require advance approval of Authority Executive Management. Notwithstanding the foregoing, the Authority shall strive to provide the opportunity for every employee to use annual leave each year at least to the extent of each employee's annual rate of accrual. Employees are encouraged to use leave during the course of the year.

7.e.(2)(c) Any unused, accrued annual leave time in excess of 320 hours will be forfeited at the end of the final pay period of the year which, for clarity sake, may extend into the new year. Put another way, no employee will start the first full pay period of any year with more than 320 hours of accrued annual leave.

7.e.(2)(c)(i) The Authority shall create a General Leave Bank to eligible employees who have exhausted all leave balances but need to be absent from work for an extended time

because of serious chronic illness or catastrophic illness or injury. Access to this leave bank is not an employee right and shall be authorized at management discretion.

7.e.(2)(d) The Authority is not subject to Title 63A, Chapter 17, Utah State Personnel Management Act; as such, employees previously employed by the State of Utah Executive Branch will not have their annual leave accrual transfer to the Authority.

7.e.(2)(e) By written approval of the Executive Director, the Authority may buy back an employee's accrued annual leave if:

7.e.(2)(e)(i) An employee may request to have the Authority buy back unused accrued annual leave twice per calendar year if the employee will have a minimum of 40 hours of accrued vacation time remaining after any buy back. The maximum number of hours an employee is eligible to request a buy back(s) on will not exceed the number of hours accrued within the calendar year.

7.e.(2)(e)(ii) Eligible employees requesting one or two buy backs within a calendar year are expected to use a minimum of 40 hours of vacation time in that calendar year. Any exceptions must be approved by the Executive Director.

7.e.(2)(e)(iii) The annual leave time will be paid out at straight time based on the employee's rate of pay at the time of the buy back.

7.e.(2)(e)(iv) The employee will submit a written request for annual leave buy back to the Administrative Services Division Director for approval by the Executive Director, after which the form will be sent back to the Administrative Division Services Director for processing.

~~7.e.(2)(d)~~7.e.(2)(f) Authority Executive Management shall be eligible for the maximum annual leave accrual rate upon date of hire. The Director has the authority to authorize different accrual rates in the best interests of the Authority.

7.e.(3) Sick Leave

Full-time employees shall accrue sick leave with pay at the rate of four hours each pay period. Sick leave shall accrue without limit.

- 7.e.(3)(a) Sick leave may be granted for preventive health care or for absence from duty because of illness, injury, or temporary disability of a spouse, or dependents living in the employee's home (exceptions may be granted for divorced parents), qualifying FMLA purposes, or as otherwise approved by the Director.
- 7.e.(3)(b) Each employee absent because of illness or injury shall arrange for a telephone, email, or text report to his supervisor at the beginning of the scheduled work day.
- 7.e.(3)(c) Any sick leave absence which exceeds three successive working days may, at the discretion of Authority Executive Management, require support by a medical certificate, or other evidence acceptable to Authority Executive Management. The Authority will advise the absent employee whether evidence of such illness will be required on the day the employee returns to work. When there has been prior written warning(s) and/or reason to believe that sick leave is being abused, a supervisor may require an employee to produce a doctor's certificate of illness upon return to work following an occurrence where sick leave has been utilized, regardless of the number of days on sick leave during that occurrence.
- 7.e.(3)(d) For any absence for illness beyond the accrued sick leave, holiday, compensatory time off, or annual leave credits, may, as determined by the Director, be continued in a leave-without-pay status not to exceed twelve months in accordance with Section 7.e.(10) below.
- 7.e.(3)(e) Sick leave will not be granted to any terminating employee who becomes sick after the termination date.
- 7.e.(3)(f) An employee separating from Authority service for reasons other than retirement will not be compensated for unused sick leave. Only Program I and Program II sick leave, as defined by the Utah Department of Human Resources, may be compensated upon an employees' retirement.
- 7.e.(3)(g) Employees rehired within one year of separation due to a reduction in force shall have forfeited sick leave reinstated to Program I, Program II, and Program III (as defined by the Utah Department of Human Resources) as was available at the time of separation.
- 7.e.(3)(h) Employees rehired within one year of separation for reasons other than a reduction in force shall have forfeited sick

leave reinstated as Program III (as defined by the Utah Department of Human Resources) sick leave.

- 7.e.(3)(i) Employees terminating or retiring from Authority service shall be cashed out in a lump sum for all annual leave and compensatory time off. However, there shall be no pyramiding of paid leave; no leave on leave shall accrue or be paid. Nor shall contributions to benefits, other than FICA tax and retirement contributions, be paid on the cashed-out leave.

7.e.(4) Leave Due to Job-Related Injury

Every employee is covered by insurance through the Utah State Workers' Compensation Fund when injured by an accident arising out of or in the course of the person's employment and the dependents of an employee who has been killed as a result of an accident, provided the injury was not purposely self-inflicted, shall be paid such compensation out of the Utah State Insurance Fund for loss sustained on account of such injury as provided by law.

The following provisions shall apply:

- 7.e.(4)(a) An employee may elect to be on medical leave without pay and retain all workers' compensation checks as they are received ("MLWOP"), or use accrued sick leave until workers' compensation benefits begin under provisions described below.

7.e.(4)(a)(i) For periods of workers' compensation benefits of fourteen days or less, sick leave may be used. The workers' compensation benefit check will be turned in to the Authority and the employee's sick leave will be restored, except for the first three (3) days. (Workers' compensation benefits do not cover the first three days if the period does not exceed fourteen days.)

7.e.(4)(a)(ii) For periods of benefit longer than fourteen days, all sick leave will be restored upon receipt of the workers' compensation benefit check(s) from the employee.

- 7.e.(4)(b) If the employee elects to return the workers' compensation benefit check(s) and enter into an MLWOP status and the workers' compensation benefit maximum amount does not equal two-thirds of the employee's gross pay, accrued sick leave may be taken so that in combination with the workers' compensation benefit the total benefit received will equal two-thirds of gross pay.

- 7.e.(4)(c) Employees who are on MLWOP status due to job-related accident/illness, shall continue to receive all benefits for which they previously enrolled/subscribed to prior to their MLWOP

status and the Authority will continue to pay its portion of the respective premiums/costs for such benefits. Employees who are on MLWOP will, however, be responsible to pay the employee's portion of such benefits.

7.e.(4)(d) An employee may elect to take annual leave while on workers compensation leave, in which case both the pay check and workers' compensation benefit may be retained by the employee. Under no circumstances shall an employee be permitted to receive more income because of an industrial accident, than his or her regular pay check, unless using annual leave.

7.e.(4)(e) Employees who are on MLWOP shall not accrue any sick or annual leave benefits or be paid for any holidays. Employees who are using accrued sick leave, compensation time, or annual leave may continue to accrue additional annual leave and sick leave benefits and shall be paid for any holidays.

7.e.(4)(f) If an employee is disabled through the course of employment, and is covered by workers' compensation, the employee's right to return to Authority employment will be governed by the following conditions:

(1) Within a one-year period from the last day worked, an employee in an approved leave-without-pay status shall be entitled to the previous position held or one with equivalent pay, provided he is able to perform the essential functions of the job, with or without reasonable accommodations.

(2) For an additional year beyond the first year granted with MLWOP, assistance will be given to find a position similar in pay to that previously held provided he is able to perform the essential functions of the job, with or without reasonable accommodations. The Authority may require medical evidence upon which to make a judgment.

7.e.(5) ~~Funeral Leave~~Bereavement Leave

7.e.(5)(a) Authority Executive Management may grant at least three work days of bereavement leave per occurrence with pay following the death of a member of the employee's immediate family. Management may not charge bereavement leave against an employee's accrued sick or annual leave.

7.e.(5)(b) (1) "Immediate Family" means relatives of the employee or spouse including in-laws, step-relatives, or equivalent relationship as follows:

7.e.(5)(b)(i) spouse;

7.e.(5)(b)(ii) parents;

7.e.(5)(b)(iii) siblings;

7.e.(5)(b)(iv) children;

7.e.(5)(b)(v) any level of grandparents; or

7.e.(5)(b)(vi) any level of grandchildren.

7.e.(5)(c) Authority Executive Management may grant bereavement leave for other unique family relationships.

7.e.(5)(d) Authority Executive Management shall grant at least three work days of bereavement leave to an employee when a pregnancy ends in

stillbirth or miscarriage.

~~Up to a maximum of three days emergency leave with pay shall be granted to full-time employees at Authority Executive Management's option to attend the funeral of a member of the immediate family. Such leave shall not be charged against accrued sick or annual leave. "Immediate family" shall mean: wife, husband, children, daughter in law, son in law, parents, grandchildren, mother in law, father in law, brother in law, sister in law, grandparents, spouse's grandparents, brothers and sisters of the employee.~~

7.e.(6) Military Leave

Except as indicated in Section 8.e.(7)(a) below, employees of the Authority shall be granted military leave without pay for the period of active service or duty, including travel time. Upon termination from active military service, the employee shall be restored to the original position or one of like seniority, status, and pay. However, application for reinstatement shall only occur within 40 days of termination of active military service. Evidence of military service and leave without pay status must be shown. Persons entering military leave may elect to receive payment for accrued annual leave.

7.e.(6)(a) An employee on official military orders, without loss of pay or loss of vacation leave, is entitled to military leave which should not exceed fifteen regularly scheduled working days per year. No salary may be claimed for non-working days while spent in military training.

7.e.(6)(b) If a holiday occurs during a condition of military leave, the day shall be counted as military leave, and the employee will be allowed to take another day off in lieu of the holiday.

7.e.(6)(c) Additional military leave days shall be granted based on official military orders but must be taken as leave without pay or as annual leave.

7.e.(7) Maternity Leave

7.e.(7)(a) An employee who becomes pregnant may continue working until such time as they can no longer perform the essential functions of the job, with or without reasonable accommodations, or their physical condition is such that their attending physician deems continued employment to be medically improper.

7.e.(7)(b) Paid sick leave or FMLA leave without pay which is available to cover the time for physical examinations and periods of incapacitation will be available to the pregnant employee for the same purpose.

7.e.(7)(c) Maternity leave shall be treated as any other medical condition. Leave granted for maternity purposes shall be allowed on the same basis for which sick leave or FMLA leave without pay is granted.

7.e.(7)(d) Employees who have exhausted all accumulated sick leave shall be granted FMLA leave without pay for maternity purposes. Employees desiring extended leave due to “pregnancy disability” shall receive it on the same basis as any other disability.

7.e.(7)(e) In addition to the above, and as a separate and additional benefit, the Authority will provide a maternity/paternity benefit equivalent to 4 weeks paid leave to the mother/father of a child following the birth or adoption of that child. Upon the approval of the Director, all or portion of this benefit can be taken immediately preceding the birth or adoption of the subject child.

7.e.(8) Family and Medical Leave Act

The Authority will comply with all applicable requirements of the Family & Medical Leave Act of 1993 (FMLA).

~~7.e.(8)(a) — Eligibility: All employees who have worked for the Authority for at least 12 months (which need not be a consecutive 12-month period) and have worked for the Authority at least 1250 hours in the previous consecutive 12-month period, qualify for family & medical leave without pay.~~

~~7.e.(8)(b) — Eligible employees may receive up to 12 weeks of unpaid, job protected leave in any 12-month period for the following reasons: (a) to care for a child upon birth or upon placement for adoption or foster care; (b) to care for a parent, spouse, or child with a serious health condition; or (c) when an employee is unable to work because of a serious health condition. A serious health condition is defined as “any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, Christian Scientist practitioners, etc.). Also, a single event or occasion which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy qualifies. Excluded from coverage are voluntary or cosmetic treatments which are not medically necessary and preventive physical examinations.~~

~~7.e.(8)(c) — Qualifying Military Exigency Leave. If you are an Eligible Employee and have a spouse, son, daughter, or parent on covered active duty or call to active duty status in support of an Armed Forces contingency operation, you may use your 12-week per year leave entitlement to address certain Qualifying Exigencies. This means that your family member is performing duty as a member of the Regular Armed Service Forces during deployment to a foreign country, or as a member of the Reserves or National Guard during the deployment of the member with the Armed Forces to a foreign country under a federal call to order to active duty. Qualifying Exigencies may include attending certain military events; arranging for alternative childcare; addressing certain financial and legal arrangements; attending certain counseling sessions; attending post-deployment reintegration briefings; taking up to 15 days of leave for each instance of the military member’s rest and recuperation leave; taking “parental leave,” and engaging in additional activities that may qualify as Qualifying Exigencies. “Parental leave” allows Eligible Employees to take leave to care for a military family member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty. Such care is permitted for (i) arranging for alternative care; (ii) providing care on an immediate need basis (not ongoing routine care); (iii) admitting or transferring the parent to a care facility; or (iv) attending meetings with staff at a care facility. The year and 12-week allotment applicable to Qualifying Exigencies is the same “year” and allotment described above for the Basic FMLA Leave entitlement.~~

~~7.e.(8)(d) — Military Caregiver Family Leave. FMLA includes a special leave entitlement that permits Eligible Employees to take up to 26 weeks of leave to care for a Covered Servicemember during a “Single 12-Month Period” (“Military Caregiver FMLA Leave” or “MCFL”). A “Covered Servicemember” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on covered active duty. A Covered Servicemember also includes Covered Veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A “Covered Veteran” is an individual who was discharged or released under conditions other than dishonorable at any time during the 5-year period prior to the first date the Eligible Employee takes FMLA leave to care for the Covered Veteran.~~

~~In the case of Military Caregiver FMLA Leave for veterans, the definition of a serious injury or illness of a Covered Veteran includes:~~

- ~~• a continuation of a serious injury or illness that was aggravated when the Covered Veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of his/her office, grade, rank, or rating;~~
- ~~• a physical or mental condition for which the Covered Veteran has received a VA Service-Related Disability Rating of 50% or higher, and such rating is based in whole or in part on the condition precipitating the need for MCFL;~~
- ~~• a physical or mental condition that substantially limits impairs the Covered Veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service (or would so absent treatment); or~~
- ~~• an injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the VA Program of Comprehensive Assistance for Family Caregivers.~~

~~An Eligible Employee who is the spouse, son or daughter, parent, or “next of kin” of a Covered Servicemember is entitled to Military Caregiver FMLA Leave to care for that individual. “Next of kin”~~

includes the nearest blood relative, other than the Covered Servicemember's spouse, parent, son or daughter.

The 12-month period for Military Caregiver FMLA Leave begins on the first day of such leave, and ends 12 months later. Note that this is a different calculation than the "year" for purposes of other FMLA leave. If all 26 weeks of Military Caregiver FMLA Leave are not used to care for that Covered Servicemember in the 12-Month Period, the unused weeks for that Covered Servicemember are forfeited. However, the Military Caregiver FMLA Leave entitlement is applied on a per-Covered-Servicemember, per-injury basis, such that an Eligible Employee may be entitled to take more than one period of 26 workweeks of Military Caregiver FMLA Leave during employment if the leave is to care for different Covered Servicemembers or to care for the same Covered Servicemember with a subsequent serious injury or illness. In any event, however, no more than 26 workweeks of any kind of FMLA leave (whether Military Caregiver FMLA Leave or other FMLA leave or some combination of the two) may be taken in any single 12-Month Period.

Overall, any combination of existing FMLA leave and Military Caregiver FMLA Leave is limited to 26 weeks of leave during the 12-Month Period described above, and no employee is entitled to more than 12 workweeks of leave per year for FMLA-qualifying reasons that do not include Military Caregiver FMLA Leave. In other words, if an employee takes 20 weeks of Military Caregiver FMLA Leave to care for a Covered Servicemember, he/she can only take an additional 6 weeks of FMLA leave to care for his/her own serious medical condition within the 12-Month Period that began with the first day of the Military Caregiver FMLA leave.

Spouses who are both Eligible Employees and both work for the Company may also be limited to a combined total of 26 weeks of leave during the single 12-Month Period described above if the leave is taken for birth, or post-birth care, of the employee's child, for placement of a child with the employee for adoption or foster care or to care for that child after placement, to care for the employee's parent with a serious health condition, or to care for a Covered Servicemember with a serious injury or illness.

7.e.(8)(e) — **Notice & Verification:** Employees who want to take FMLA leave ordinarily must provide the Authority with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave

and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition, must provide medical certification of the serious health condition within 15 days after the request or as soon thereafter as is seasonably possible. The Authority may also require a second or third opinion (at the Authority's expense), periodic recertification of the serious health condition (as frequently as every 30 days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Authority may deny leave to employees who do not provide proper advance leave notice or medical certification within the established time frame.

7.e.(8)(f) — **Authority Communication Requirements:** Upon receiving notice of an employee need for FMLA leave, the Authority will provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and Authority policy and explain any consequences of a failure to meet these obligations. The Authority notice shall include: (a) a statement that the leave will be counted against the employee's annual FMLA leave entitlement; (b) requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so; (c) the requirement for the employee to use accrued paid leave, (d) any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so; (e) any requirement of the employee to present a fitness for duty certificate in order to return to work; (f) the employee reinstatement rights to the same or equivalent job; (g) the employee's status as a "key employee" and the conditions under which reinstatement may be denied, and (h) the employee's potential liability for health insurance premiums paid by the Authority during the leave if the employee does not return to work.

7.e.(8)(g) — **Method of Leave Usage:** The leave may be taken intermittently or on a reduced leave schedule without the Authority's approval when medically necessary; therefore, supervisors shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. FMLA leave may be taken in half hour, hourly, daily or weekly blocks of time.

7.e.(8)(h) — **Employee Entitlements:** Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the Authority shall reinstate an employee returning from FMLA leave to the same or

~~equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The Authority's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12-week entitlement and continues on another form of leave, paid or unpaid. Also, the Authority may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.~~

~~7.e.(8)(i) — **Accrued Benefit Impact:** Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued paid vacation, compensatory time, and sick leave during a FMLA leave for the employee's own serious health condition or for a seriously ill family member. In addition, the employee must first use any accrued paid vacation or compensatory time, but not sick leave, during FMLA leave to care for a newborn or newly placed child, and no more than 5 paid sick days may be included in FMLA leave taken to care for a seriously ill family member. In calculating the number of leave days used as part of the 12-week FMLA limit, all paid leave shall be included.~~

~~7.e.(8)(j) — **Defining 12-month period:** The Authority shall use one of four methods as defined by FMLA, and may change methods when determined to be in the best interest of the Authority in terms of administration. However, 60 days' notice must be given to employees of intent to change and employees must retain the full benefit of 12 weeks of leave. The Authority shall use one of the following: (a) the calendar year; b) any fixed 12-month period, such as a fiscal year, an employee's anniversary date, or a year which is or may be required by state leave law; (c) the 12-month period measured forward from the date an employee's first FMLA leave begins; or (d) a rolling 12-month period measured backward from the date an employee uses any FMLA leave.~~

~~7.e.(8)(k) — **Temporary Work Assignments:** Where medical necessity dictates the need to use scheduled intermittent leave or a reduced work schedule, the Authority may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the Authority may transfer an employee to a part-time position with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.~~

~~7.e.(8)(1) — **Record Keeping Requirements:** Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three years which includes the following information: (a) basic payroll records; (b) dates that FMLA leave is taken; (c) hours of FMLA leave; (d) copies of employee notification given to employer; (e) copies of employer notices regarding employee rights and obligations; (f) copies of Authority policies and procedures describing benefits and leave provisions; (g) premium payments of employee benefits; (h) documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.~~

7.e.(9) Conditions of Leave

7.e.(9)(a) No paid annual and sick leave shall accrue or be granted to part-time employees or employees in time-limited positions (temporary and/or seasonal), including employees engaged in job sharing.

7.e.(9)(b) Employees continuing in Authority service and who are on annual, sick, donated leave, emergency, converted sick, holiday, administrative, furlough, or paid military leave shall continue to accrue annual and sick leave on-leave at their regular rate.

7.e.(9)(c) No employee may be allowed annual, sick leave, or holiday with pay for any period of time beyond, or in advance of, time already earned.

7.e.(9)(d) Full time employees working less than a full pay period because of leave without pay status shall accrue annual and sick leave for that period in accordance with the tables in Appendix A for the number of hours for which pay was earned in the pay period.

7.e.(9)(e) All leave taken shall be supported by the use of approved forms.

7.e.(10) Leave Without Pay

Full-time employees may be granted continuous leave of absence without pay and without benefits for up to 12 months upon approval of employee's written application by the Director. This leave shall be to benefit the employee and the Authority and is in addition to the requirements of the FMLA.

7.e.(10)(a) An employee may be granted additional medical leave without pay for a period not to exceed twelve months. This

additional medical leave is intended for a temporary disability. The employee's absence may be required to be supported by a certification from a registered health practitioner. This provision includes maternity leave consistent with time periods allowed for other temporary disabilities within the Authority.

7.e.(10)(b) An employee may be allowed to take leave-without-pay even though annual or sick leave balances exist for the employee. An employee may take up to 10 consecutive working days without affecting salary eligibility or the leave accrual rate. Employees who report no hours in a paid status category for a complete pay period shall be responsible for payment of health insurance and other benefits premiums and payments.

7.e.(10)(c) An individual, given leave pursuant to this regulation, who returns to active service on or before the expiration of such leave, shall be entitled to a similar position and same pay rate and seniority as was held at commencement of such leave. The employee shall also be entitled to the sick leave accrued to his or her credit at the time of entering leave.

7.e.(10)(d) Leave without pay shall not be granted unless there is a positive expectancy, supported in writing, that the employee intends to return to work at the expiration of such leave.

7.e.(10)(e) Other than as provided for in Section 7.e.(10)(b) above, all benefits will be discontinued under leave-without-pay status unless the employee personally continues the premiums. If an employee is in a leave-without-pay status because of work-related injury or illness, the Authority shall pay all of the health and life insurance premiums on behalf of the employee if worker's compensation is the only source of Authority income to the employee. Leave without pay cannot be mixed with paid leave in order to allow continuation of benefits paid by the Authority or to extend paid leave over a longer period of time. If approved by the Director, an employee may be placed on half-time status for up to six weeks during short term illnesses or maternity leave.

7.e.(10)(f) During periods of leave without pay, employees will not accrue any new annual leave, sick leave, or be paid for any holidays.

7.e.(11) Witness or Jury Duty

Each employee entitled to paid leave under these rules shall be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or direction by proper authority, the employee is to appear as a witness

for the federal government, the State of Utah, or political subdivision thereof in a court of law, to serve on a jury, or to serve as a witness in a grievance/hearing conducted by the Authority or an official administrative body. Witness or juror fees paid to employees in a leave with pay status shall be paid to the Authority. Such fees may be retained by an employee who elects to use annual leave while on jury duty. Absence due to litigation not required by the employee's position, but as an individual, does not qualify for this benefit, but may be taken as annual leave or leave without pay with approval of Authority Management.

7.e.(12) Administrative Leave with Pay

An employee may be granted administrative leave with pay at the discretion of the Director for a period not to exceed ten working days. Use of administrative leave shall be documented on an employee's leave record.

7.e.(12)(a) In case of administrative leave applied as part of disciplinary measures that result in the termination of the employee, no pyramiding of leave pay will be allowed, meaning that annual and sick leave will not accrue during the period of the administrative leave.

7.e.(13) Furlough

Fiscal constraints may require Authority Executive Management to furlough employees for up to-20 consecutive working days as a means of saving salary costs in lieu of reduction in force. This rule is subject to the following conditions, and the prior approval of the Director.

7.e.(13)(a) Accrued annual and sick leave shall be maintained by employees;

7.e.(13)(b) Full payment of all benefits shall be continued at Authority's expense;

7.e.(13)(c) Employee shall have a guarantee of return to his or her position; and

7.e.(13)(d) Furlough shall apply equitably, e.g., to all persons with a given job description or all staff.

7.f. Policy Exceptions

The Director may authorize special exceptions to the provisions of these policies at his sole discretion when it is not contrary to law and when justified by compelling individual and Authority circumstances.