



G R E A T E R   S A L T   L A K E

# **Municipal Services District**

## **PERSONNEL POLICY AND PROCEDURES MANUAL**

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## **GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**

### **PERSONNEL POLICIES AND PROCEDURES MANUAL**

#### **WELCOME!**

Welcome to the Greater Salt Lake Municipal Services District. We are excited to work with you, to get to know you better, and to see your contributions. We will do our best to ensure that your experience working with us is rewarding, and we look forward to learning, growing, and making a positive impact together. We hope you will find satisfaction in your job and take pride in your work.

#### **INTRODUCTION**

##### **Overview**

This manual constitutes the Personnel Policies and Procedures for employees of the Greater Salt Lake Municipal Services District (the "MSD"). It also outlines the programs and benefits available to you. The policies stated in this manual are subject to change at the MSD's sole discretion. Employees may receive updated information concerning policy changes. Should you have any policy questions, please ask your supervisor, Human Resources, the Associate General Manager, or the General Manager for assistance.

You are responsible for familiarizing yourself with its contents as soon as possible, so that you know what is expected of you and what you can expect from our organization. Copies of the manual are available for review on the MSD's website and through Human Resources (HR). Every employee must sign a receipt acknowledging receipt of a copy of the manual.

Employment with the MSD is subject to MSD policies, practices, procedures, state law, federal law, and constitutional limitations on the MSD as a governmental entity. This manual does not limit, affect, or alter any legal or constitutional rights the MSD or its employees may have.

#### **DISCLAIMER**

##### **Policy**

This manual is designed to provide you with the MSD's guidelines, policies, and outlines programs and benefits available to you. It is not intended to create a contract or contractual rights, either implied or expressed, or to constitute a contract of employment between the MSD and any of its employees. MSD employees are responsible for reading and familiarizing themselves with this manual, understanding its contents, and complying with the policies contained herein. Copies of the manual are available for review on the MSD's website and through Human Resources (HR). Employees should familiarize themselves with the manual. Each employee must sign a receipt acknowledging receipt of a copy of the manual.

No policies and procedures manual can anticipate every circumstance or question that may arise during employment. Changing conditions may cause the MSD to modify one or more of the policies or procedures contained in this manual. Therefore, the MSD may change, revoke, or supplement the policies in this handbook at any time without advance notice. The MSD will determine the effective date of any changes and will make every reasonable effort to notify you in advance. However, failure to give advance notice will not void any policy application in the workplace.

Managers do not have the authority to change the policies in this handbook on their own. Staff who are uncertain about any policy or procedure should contact their manager or human resources for clarification.

Only the MSD's Board has the authority to approve new MSD policies.

The MSD will assemble a senior leader Policy Work Group to review, modify, or recommend new policies to the Board. The MSD will seek prior or retroactive Board approval/ratification for significant policy changes during an annual update. Staff will be notified of the policy changes.

The Human Resource Manager's version of the Policy and Procedures Manual is considered the official Personnel Policies and Procedures Manual for the MSD. This version should be the same as the one found on the MSD's website. Should a conflict occur, the Human Resources Manager's version will take precedence over any outdated version of the manual, policies, or memoranda. Any employee who represents that the MSD's policy differs from the official Policies and Procedures Manual has no authority to do so.

If any policy or procedure in this manual is determined to be contrary to the law, the policy shall be modified to conform.

Nothing in this manual is a contract and is not intended or should be construed to create any express or implied promise or agreement by the MSD that any employee's employment with the MSD is for any specific duration. Failure to comply with any of the policies in this handbook may result in disciplinary action, up to and including, termination of employment.

### **Human Resources Representative**

The General Manager has assigned the Human Resources Manager as the Human Resources (HR) Representative. The HR Representative is available to address employee questions and will generally refer to this manual except in situations where this manual does not expressly address the question. The MSD's HR Representative is an HR professional and may utilize consultation with professional resources. The HR Representative has resources available, including this manual, training, and access to outside HR professional consultation services.



## **STANDARDS AND VALUES**

### **Employee Conduct**

The MSD seeks to ensure that all employees feel welcome. MSD expects its employees to treat all people with respect and dignity. The MSD has adopted standards and values regarding how its employees will conduct themselves as they work and interact with their co-workers, governmental agencies, and the public. The MSD's Board established the organization's standards and values through the adopted strategic plan. All employees will adhere to the MSD's ethical standards and values. The MSD values are: accountability; collaboration; compassion and respect; financial stability; integrity and transparency; and (being) solution oriented.

The MSD Board and management are accountable to the community and pledge to be fiscally responsible. The MSD is a place where employees come together as a team to accomplish organizational goals, where open communication exists, and where employee input is valued.

MSD is committed to being in full compliance with all federal, state, and local laws. This code of conduct provides a summary of basic ethics and policies adopted by MSD to meet this commitment.

All employees are to follow the rules of conduct that will protect the interests and safety of all employees and the company. All employees are expected to act in a professional manner with customers and the public. The code applies to the entire MSD workforce. No employee, regardless of position or function, may downgrade the significance of any standard.

### **Mission**

The MSD's mission is to deliver forward-thinking, innovative municipal services through a fiscally responsible, adaptable, and comprehensive approach tailored to each distinct community we serve.

### **Vision**

The MSD's vision is to be the municipal service provider every community wants to work with.

### **Values**

#### **Accountability**

1. We provide responsive customer service in a timely, accurate manner.
2. We take ownership of the needs of our communities and seek appropriate solutions.
3. We follow through with requests from residents or municipalities and keep them updated along the way.

#### **Collaboration**

1. We achieve the best solutions and most creative ideas by working in teams, recognizing and drawing upon the strengths of each member.
2. We see our interactions with residents as a professional relationship where we assist them with finding possible solutions; we see opportunities to lend our expertise and experience to resolve the concerns of our constituents.
3. We engage employees and the public in productive and respectful dialogue.



### **Compassion and Respect**

1. We exhibit compassion and empathy through active listening in our daily activities by gathering all facts and seeking greater understanding.
2. We demonstrate respect for the public and for each other, recognizing everyone's uniqueness.

### **Financial Stability**

1. We demonstrate long-term financial stability by analyzing our operating methods using qualitative and quantitative data (to take the guesswork out of processes).
2. We share financial information, so it is easy to understand by those we serve and expresses the value that is provided to each community.
3. We are effective and efficient stewards of our financial resources by aligning our members' community needs with best business practices.
4. We make budgets with the best possible projections and compare actual performance to spot opportunities for improvement.
5. We analyze our actual experience compared to the budget to get a quantitative analysis of revenue, expenses, overhead, and the impact of debt service.

### **Integrity and Transparency**

1. We safeguard public trust through honest business practices, open communication, and responsible stewardship of municipal services and resources.
2. We act consistently with our values, understanding that doing the right thing even when no one is looking is key to success; we support and encourage our team in their ethical behavior.
3. We willingly share financial, planning and project information with the public in accordance with the State of Utah's GRAMA rules.

### **Solution Oriented**

1. We are solution-oriented and continually seek to improve our services using data, research, quantitative evidence/analysis, and engagement with the community members.
2. We serve our communities and focus on addressing the unique challenges of each community and the region as a whole.
3. We think systematically and strategically to see the possibilities of addressing problems to continuously improve all our activities and services to best meet community and organizational needs.
4. We are curious and constantly find ways to improve our knowledge and skills to provide exceptional service to our customers.
5. We take calculated risks by constantly looking at new technologies and trends in industries to find the best practices that bring the most efficient and cost-effective solutions.



## **CODE OF ETHICS POLICY**

### **Purpose**

This Code of Ethics provides a framework so all Trustees, employees, and others engaged to provide services to the MSD, such as legal counsel, and Salt Lake County (the "County") staff members who provide services pursuant to one or more Agreements between the MSD and the County, will act solely in the public interest and within the law, and thus uphold public confidence in local government. Trustees, employees, and other individuals working on behalf of the MSD are expected to uphold the MSD's Code of Ethics. References in the Code of Ethics to officials of the MSD are intended to include members of the Board of Trustees ("Trustees"), consultants to the MSD, and County staff performing services for the MSD.

### **Standard of Conduct**

The highest standards of integrity, truthfulness, honesty, and fortitude are to be maintained by avoiding conflicts of interest and never seeking to use improper influence; always acting in a way that enhances public trust and confidence; not using one's official position or resources of the MSD for personal gain; and ensuring that one's conduct does not bring the integrity of the person's position or of the MSD into disrepute.

Any "excess" in the use, expenditure, purchase, or assignment of MSD assets is to be avoided, including avoiding inappropriate incentive payments; not giving excessive assets to individuals working for or on behalf of the MSD, considering their job duties; and always following applicable procurement laws and policies.

No employee or official of the MSD shall use their position with the MSD to pressure, coerce, or otherwise improperly induce any vendor or other person to provide a special gift to the employee or official that would not generally be available to others. By way of illustration, no employee or Trustee may threaten or imply that a vendor's failure to provide a favorable price or other concession on a personal purchase will or may jeopardize the vendor's relationship with the MSD.

No MSD employee or official shall purchase goods or services for personal use and ownership using the MSD's name, any MSD account, or MSD funds without prior approval by the Board of Trustees. The MSD shall be reimbursed, either directly or through payroll withholding, for the full cost of all such goods and services that are purchased for personal use and ownership by an MSD employee or official.

Notwithstanding the foregoing prohibition, with the approval of the General Manager or in their absence, the Associate General Manager, goods and services may be purchased in the name of the MSD, through an MSD account, and/or utilizing MSD funds, even though those goods and services will become the personal property of employees or officials of the MSD, provided that any such goods or services are to be utilized by the employee or official in performing their duties for the MSD. For example, a monetary allowance may be provided by the MSD for work boots for members of an MSD work crew. Goods and services that are owned and/or paid for by the MSD may be used for the personal benefit of an employee or official provided that such use is in conformance with the MSD's Personal Use of Public Property Policy and the MSD's Personnel Policy, particularly "Personal Use of MSD Resources".

Nothing contained in this Policy shall prohibit or prevent either MSD employees or officials from purchasing from vendors that provide goods or services to the MSD provided that such private purchases are clearly denoted as such and are made in the name of the employee or official and a sales tax or use tax is collected by the vendor as in any other normal transaction and the purchases are made in harmony with



“Purchases and Reimbursements” of the MSD Personnel Policy. Furthermore, nothing contained in this Policy shall prohibit employees or officials from receiving discounts or membership cards from current MSD vendors or vendors that are under consideration for future purchases by the MSD provided that such discounts or memberships are in the name of the individual employee or official, all purchases are billed to and paid for directly by the employee or official, and such discounts and memberships are made available to members of the public as a whole, or to a legitimate subgroup of the public which includes the MSD employee or official, and are not based upon the employee’s or official’s position with the MSD.

As a governmental entity, the MSD is not required to pay a sales tax or use tax on certain of its purchases. No employee or official shall use the MSD’s immunity from paying a sales or use tax to avoid the payment of a sales tax or a use tax on personal purchases, except as otherwise specifically allowed in this policy. All MSD employees and officials are required to follow and comply at all times with applicable requirements of the Utah Public Officers’ and Employees’ Ethics Act, (Utah Code Ann. §§ 67-16-1 et seq.), and with any other laws applicable to the MSD and employees and/or officials. These laws include, but are not limited to, record retention laws found in the Government Records Access and Management Act (Utah Code Ann. §§ 63G-2-101, et seq.), the Utah Procurement Code (Utah Code Ann. §§ 63G-6a-101, et seq.), and laws prohibiting nepotism (Utah Code Ann. §§ 52-3-1, et seq. and 17B-1-110).

### **Reporting**

If a Trustee, a member of the public, an employee, or another individual engaged by the MSD becomes aware of activities that he or she believes to be illegal, improper, unethical, or otherwise inconsistent with this Code of Ethics, the person should report the matter. The MSD has an open-door policy and suggests that Trustees, employees, and any other individuals engaged by the MSD share their questions, concerns, and complaints with the person’s immediate supervisor, the MSD General Manager, the Board Chair, or other appropriate individual. Additionally, comments may be reported anonymously by mailing an anonymous written comment to the MSD General Manager, the Board Chair, or other appropriate individual. Comments may also be made using the State Auditor Hotline Program, detailed at [auditor.utah.gov/hotline](http://auditor.utah.gov/hotline).

The MSD desires that issues and concerns be resolved as quickly as possible and at the lowest possible level. Consequently, an employee is encouraged to report the issue or concern to the employee’s immediate supervisor, unless the conduct of the immediate supervisor is involved in the issue or concern, in which event the issue or concern should be taken to the supervisor’s immediate supervisor. A question or concern regarding the General Manager should be taken to the Board Chair. If the issue or concern is not resolved in a timely manner, it may be taken to and addressed by the next highest supervisor or official. If the issue or concern involves the Board Chair, it may be taken to the General Manager or to another member of the Board of Trustees utilizing the e-mail address provided for the Trustee on the MSD’s website or by any other available means.

### **No Retaliation/Breach**

It is contrary to the values of the MSD for anyone to retaliate against any Trustee, employee, or other person who in good faith reports an ethics violation or a violation of law. An employee who retaliates against someone who has reported a violation in good faith is subject to corrective action up to and including termination of employment. Any breach of this Code of Ethics by an employee or official may render that employee or official liable to corrective action.



### **Agreement of Understanding**

Each MSD employee is required to sign a form approved by the General Manager, that indicates the employee's understanding of an agreement to follow the policies, procedures, and requirements contained in the Code of Ethics.

PROPOSED FINAL DRAFT 20260109\_1300

## **AT-WILL EMPLOYMENT**

### **Purpose**

The purpose of this document is to clarify the MSD's policy regarding the at-will nature of the employment relationship between the MSD and its employees. At-will employees are those **hired on or after January 1, 2023** (unless otherwise stated in the policy). At-will employees have no obligation to continue working for the MSD, and the MSD has no obligation to employ an employee for any fixed period or duration. Each employee is free to resign at any time, with or without cause, and with or without advance notice. The MSD similarly may terminate the employment relationship at any time, with or without cause, and with or without advance notice. These are not “merit employees,” and the same rules govern them.

This section pertains exclusively to at-will employees who are full-time, part-time, temporary, intern, seasonal, on-call, appointed, or within their probation period. It is the policy of the Board that should the MSD hire employees of an entire department of Salt Lake County, those employees will maintain their current status at the time of their transfer, unless otherwise stated.

### **The MSD Policy**

The MSD's at-will employees have no obligation to continue working for the MSD, and the MSD has no obligation to employ an employee for any fixed period or duration. Each employee is free to resign at any time, with or without cause, and with or without advance notice. The MSD similarly may terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Any statement made or action taken by any of the MSD's officers, Board members, supervisors or management personnel that is inconsistent with the MSD's policy of at-will employment is unauthorized and should not be construed to create any express or implied promise or agreement by the MSD that any employee's employment with the MSD is other than “at-will.” Per the MSD's bylaws, the General Manager, the Associate General Manager, and the Director of Finance positions are appointed positions. While at-will, these positions may be subject to additional contractual agreements outlined in employment contracts that the Board of Trustees approves.

Except where expressly indicated otherwise, this entire Personnel Policies and Procedures Manual will apply to at-will employees.



## MERIT EMPLOYMENT

### Purpose

The purpose of this document is to clarify the MSD's policy regarding Merit Employment. Merit employees were **hired on or before December 31, 2022** (unless otherwise stated in the policy). Merit employees are afforded an additional layer of job protection through a determination hearing. These are not "At-Will Employees," nor do the same rules govern them.

This section pertains exclusively to merit employees who are full-time or part-time. It is the policy of the Board that should the MSD hire employees of an entire department of Salt Lake County, those employees will maintain their current status at the time of their transfer unless otherwise stated.

### The MSD Policy

The purpose of this document is to clarify the MSD's policy regarding merit employees. Merit employees enjoy a property interest/right to their employment. They may be terminated only for cause as defined in this policy. Each employee is free to resign at any time, with or without cause, and with or without advance notice.

These are employees who were **hired on or before December 31, 2022** (unless otherwise stated in the policy) and who have completed their required merit probationary period, both full-time and part-time. Merit employees exclude temporary, intern, seasonal, on-call, appointed, or employees within their probation period (including merit employees in their probationary period) regardless of hire date. These are not "at-will employees," nor are they governed by their rules. Except where expressly indicated otherwise, this entire Personnel Policies and Procedures Manual will apply to Merit employees.



## EMPLOYMENT SELECTION POLICIES

### Equal Employment Policies

The MSD provides equal employment opportunities to all employees and applicants in all company facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, (or related medical conditions, including, but not limited to lactation), physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, vaccine status, or sexual orientation, or any other characteristic as established in accordance with applicable federal, state and local laws.

The MSD's policies provide that employees be compensated based on their experience with equal pay for equal work.

The MSD will not deny initial employment, reemployment, promotion, or any benefit of employment to a person who is obligated to perform in a uniformed service, in accordance with applicable laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, and compensation.

### Work Eligibility

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the MSD only hires those who are eligible to work in the United States. The MSD uses a federal E-Verify system to validate the identity and work-eligibility information for all employees. The E-Verify system uses federal databases to rapidly validate individual identities and work eligibility from the information gathered in the I-9 form. Regulations took effect in September 2009 that require organizations that hold contracts with the federal government to use E-Verify to verify the employment eligibility of their employees, regardless of citizenship.

The MSD adopted the following policies and procedures to encourage compliance with federal regulations and to facilitate our commitment to equal employment opportunity:

1. Except as required by law, no job applicant may be asked about, or categorized according to, citizenship or resident status. Hiring decisions will be made without considering such questions;
2. Applicants offered jobs will be told that they are required to produce satisfactory legal evidence of eligibility to work in the United States—such proof will be a condition of employment;
3. All new employees will provide actual documents verifying eligibility to legally work in the United States, and to complete an USCIS Form I-9 within the employee's first three (3) working days or they must be terminated

**Qualifications.** A "qualified person" is a person who possesses the education, training, experience, skills, ability, moral character, integrity, disposition to work, reliability, adherence to reasonable rules and regulations, and other job-related qualifications required by the MSD for the particular position in question.





## **Equal Employment Opportunity**

The MSD is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act, as amended; the Utah Antidiscrimination Act; the Equal Pay Act; the Americans with Disabilities Act of 1990; the Genetic Information Nondiscrimination Act of 2008 (“GINA”); the Uniform Services Employment and Reemployment Rights Act (“USERRA”) and Titles VI and VIII of the Civil Rights Act of 1964.

As such, the MSD will consider individuals for employment, placement, advancement, compensation, and other aspects of employment on the basis of their qualifications and ability to perform the job and without regard to characteristic race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, vaccine status, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

**Title VII of The Civil Rights Act of 1964**, as amended, the Age Discrimination Act, as amended, and the Utah Antidiscrimination Act, as amended. The MSD ensures non-discrimination in employment opportunities and practices on the basis of characteristic race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, vaccine status, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

**The Equal Pay Act.** Employees have the right to be free from discrimination in their compensation. The MSD policies provide that employees be compensated on the basis of their experience with equal pay for equal work.

**The Americans with Disabilities Act of 1990 (ADA)**, as amended, and the Utah Antidiscrimination Act, as amended. The MSD will not discriminate against any individual with a disability in the admission or access to employment, work programs, or activities.

**The Genetic Information Nondiscrimination Act of 2008 (GINA).** The MSD will not use genetic information of an individual in the hiring process or to affect the terms, conditions, privileges, benefits, or termination of employment unless there is a legitimate job-related need that is consistent with business necessity or as otherwise mandated by law. The MSD will not require the collection or disclosure of genetic information before a conditional offer of employment. “Genetic information” is information about genes, gene products, or inherited characteristics that may derive from the individual or a family member.

**The Uniform Services Employment and Reemployment Rights Act.** The MSD will not deny initial employment, reemployment, promotion, or any benefit of employment to a person obligated to perform in a uniformed service, to the extent required by law.

**Titles VI and VIII of the Civil Rights Act of 1964.** The MSD will not exclude individuals from participating in, be denied the benefits of, or be otherwise subjected to discrimination based on race, color, national origin, or other aforementioned protected class under any program or activities



for which the MSD has received any federal financial assistance. The MSD will adhere to any other applicable law providing non-discrimination or equal opportunity.

**Gender Pronouns.** The MSD seeks to ensure all employees feel welcome. The MSD expects employees to treat all people with respect and dignity. Willfully and/or repeatedly addressing a person in a disrespectful manner violates the MSD's policy and may constitute a violation of Title VII.

**Work Visa.** All MSD candidates and employees must be legally authorized to work in the United States. The MSD does not sponsor work visas. All offers of employment are contingent upon candidates and employees maintaining their legally work in the United States.

### **Workplace Accommodations**

#### **Americans with Disabilities Act**

The MSD adheres to the principles of the Americans with Disabilities Act ("ADA"). It will provide reasonable accommodations to qualified individuals with disabilities in accordance with ADA requirements. Applicants or employees requiring reasonable accommodation(s) should notify their immediate supervisor, Human Resources, the Associate General Manager, or the General Manager of their need for accommodation(s).

An accommodation may be provided if the employee can perform the essential duties of the job, and the accommodation does not create an undue hardship for the company. A reasonable accommodation may include reasonable changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Whether accommodations can or will be made depends upon the employee's ability to perform their job duties and the specific facts and circumstances of each individual situation.

#### **Pregnancy Accommodations**

Under this policy, pregnant employees may request a reasonable accommodation for the duration of or any part of their pregnancy, upon request, reasonable accommodation(s) to qualified individuals related to pregnancy, childbirth, or related conditions when reasonable accommodation is available and does not create an undue hardship for the MSD. The MSD will explore all possible means of providing the reasonable accommodation, including, but not limited to, the following:

1. More frequent or longer bathroom breaks;
2. Breaks for increased water intake;
3. Breaks for periodic rest and seating;
4. Assistance with manual labor or light duty;
5. Temporary transfer to a less strenuous or hazardous position;
6. Acquisition or modification of equipment;
7. Changing the employee's job duties;
8. Changing the employee's work hours;
9. Relocating the employee's work area; or
10. Providing leave necessitated by pregnancy, childbirth, or medical or common conditions relating to pregnancy or childbirth.





## **Lactation Break**

MSD will provide a reasonable amount of break time, or the amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for time taken for 30 minutes or more that does not run concurrently with normally scheduled break periods. MSD will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Employees who require a refrigerator should speak with their manager. Employees should notify their immediate manager to request time to express breast milk.

## **Religious Accommodation**

The MSD, in compliance with Title VII of the Civil Rights Act and the Utah Antidiscrimination Act, respects the sincerely held religious beliefs and practices of all employees and will make, upon request, reasonable accommodation(s) for such observances when reasonable accommodation is available and does not create an undue hardship for the MSD. Utah Code § 35A-1 12 allows the opportunity to "express religious and moral beliefs" in a reasonable, non-disruptive manner and a non-harassing way.

## **Accommodation Request**

To request accommodation consideration(s), employees should discuss the circumstances with their manager and Human Resources to begin the discussion/interactive process. This may include discussing specific needs, limitations, and possible accommodations that may be needed. MSD reserves the right to require documentation or more information to assist us in evaluating accommodation requests, including, but not limited to, verification from religious leaders or medical providers; guidance from job accommodation consultants and advocates; and tools available under the Family and Medical Leave Act. For more information, see <https://www.dol.gov/agencies/whd/fmla>.



## **MSD POLICY PROHIBITING HARASSMENT**

### **Policy**

The objective of this policy is to define workplace harassment and to outline procedures for filing complaints, investigating harassment claims, and issuing appropriate disciplinary measures in the case of violations. This policy outlines the MSD's policy against harassment and sets forth the MSD's policy regarding professional relationships between any employees to foster a work environment free of harassment. Harassment is determined at any time by the person receiving the treatment or harassment. It is every employee's responsibility to report harassment to a supervisor, manager, the Human Resources Manager, the Associate General Manager, or the General Manager.

The MSD intends to provide a pleasant, respectful, and professional work environment free from intimidation, hostility, or other offensive conduct and discrimination that might interfere with work performance. The MSD prohibits any kind of harassment, including sexual harassment, racial harassment, bullying, social media, and other types of harassment. Harassment in any form - verbal, physical, visual, or virtual - will not be tolerated, and any employee who engages in such activity will be subject to disciplinary action, up to and including **immediate termination**.

Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including but not limited to, cancer related or HIV/AIDS related), genetic information, vaccine status or sexual orientation will not be permitted.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, MSD will promptly take any necessary and appropriate disciplinary action.

### **Applicability**

This policy applies to all employees of the MSD at all locations. All workers, at every level, will be subject to discipline, up to and including termination, for violating this policy. Employees are prohibited from harassing others both on and off the employer's premises and during or outside of work hours.

### **Open Door Policy**

At times, an employee needs advice when unusual situations or problems develop. The MSD promotes an open-door policy about these matters to make it as easy as possible for an employee to talk over an issue with their supervisor, Human Resources, or with other members of management.



## Types of Prohibited Harassment

### **Bullying in the Workplace**

Workplace bullying or abusive conduct is a persistent or targeted pattern of mistreatment or malicious behavior from others within the workplace that causes physical or emotional harm. It includes tactics such as verbal, nonverbal, psychological, and physical abuse, including insults, threats, overbearing supervision, intimidation, mocking, or making humiliating comments that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests

### **Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or nonverbal, or physical conduct of a sexual nature constitute sexual harassment when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment,
4. other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

The lack of immediate complaint or response to a sexually latent act should not be interpreted as or considered implied approval. Sexual harassment includes, but is not limited to, the following:

1. Unwelcome or offensive sexual advances, flirtation, innuendoes, or propositions;
2. Unwelcome or offensive physical contact or conduct of a sexual nature including, without limitation, any unwelcome or inappropriate touching, hugging, patting, pinching, or brushing against another's body;
3. Sexually orientated, sexually explicit, or sexually suggestive jokes, pranks, sounds, gestures, or other verbal or nonverbal comments or electronic communications, including sexual, demeaning, or degrading comments about an individual's body;
4. Sexual or degrading words used to describe an individual or foul or obscene language;
5. The displaying of, sharing, or storing in the work area pornography or other sexually explicit or suggestive pictures, books, electronic communications, photographs, signs, jokes, cartoons, calendars, objects, or materials; and
6. Discussions or inquiries into one's sexual experiences or activities.

No employee shall threaten or insinuate either explicitly or implicitly that an employee's refusal to submit to any sexual advance will adversely affect the employee's employment, evaluation, wages, advancements, assigned duties, assigned shifts, or any other condition of employment



or opportunity for career advancement. No employee shall subject any other employee to any hostile work environment involving unwelcome or offensive sexual comments or conduct, as described above.

Any dating, romantic relationship, pursuit thereof, or familial relationship between an employee and another employee must be immediately disclosed to Human Resources. Public display of affection in the workplace is unprofessional and prohibited. Any relationship of this nature cannot violate the MSD's nepotism policy. Please see the section regarding nepotism in this Policy.

### **Discriminatory or Racial Harassment**

Discriminatory or racial harassment is prohibited in any form. Conduct that disparages an individual based on their protected characteristics of race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, vaccination status, or sexual orientation, or any other characteristic protected by applicable federal, state, or local laws and ordinances constitutes harassment when it is: (1) unwelcome; (2) creates an intimidating, hostile, or offensive work environment; and (3) is sufficiently severe or pervasive as to alter the terms and conditions of employment in the mind of the victim and from the perspective of a reasonable person in the victim's position. Some examples of inappropriate conduct include, but are not limited to:

1. Derogatory or offensive comments, gestures, innuendos, jokes, or actions based on a protected characteristic, such as racial slurs, jokes, stereotypes, mimicking the way someone speaks or moves; either one-on-one or in a group setting, whether or not a protected-class person is present.
2. Mocking, mimicking, or otherwise making offensive or derogatory sounds or putdowns based on a protected characteristic; either one-on-one or in a group setting, whether or not a protected-class person is present.
3. Continuing to express religious or moral beliefs and comments in the workplace (including preaching, proselytizing, or other direct forms of religious solicitation and expression) in an unreasonable, disruptive, or harassing way, such as continuing solicitation and expressions to another employee after being asked not to do so or when the expression is in direct conflict with the essential business-related interests of the employer such as derogatory comments about a particular religious segment of the community the employee serves; either one-on-one or in a group setting; whether or not a protected-class person is present.
4. Targeting an individual because they practice a specific religion, mocking another's religious beliefs, either one-on-one or in a group setting, whether or not a protected-class person is present.
5. Telephone calls, e-mails, electronic communications, letters, notes, photos, or other objects that are offensive and based on a protected characteristic.
6. Accessing websites that are offensive, discriminatory, and based on a protected characteristic.



## **Work Environment**

Other derogatory or offensive comments or electronic communications, conduct, or display or other use of materials involving protected characteristic race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, vaccine status, service in the military, or any other characteristic protected by applicable federal, state, or local laws and/or ordinances which creates an intimidating, hostile or offensive work environment, is also prohibited.

## **What is Not Harassment**

For purposes of this Section, the following generally does not constitute harassment, although unprofessional for the workplace and may be addressed as a performance or other workplace conduct matter:

1. The occasional use of swear words or language that is characterized as merely rude, unprofessional, or unpleasant.
2. General workplace disagreements, coarse conduct, juvenile conduct, personality differences, or verbal "butting of heads".
3. The incidental firm speech during workplace discussions or disagreements and other appropriate work-related communication between supervisor and employee, even though the employee may not welcome the communication or may feel uncomfortable with the communication. Yelling is not appropriate conduct and may be considered harassment.
4. Bona fide changes in the workplace even though the employee objects.
5. Expressing religious or moral beliefs and commitments in a reasonable, non-disruptive, and non-harassing way, unless the expression is in direct conflict with the MSD's essential business-related interests.
6. Bona fide requests or demands by a supervisor that the employee improve performance, change methods of performing work, and comply with MSD or department policies, procedures, rules, or regulations.

## **Harassment Complaint Procedure**

The MSD seeks to resolve all harassment and discrimination complaints. It encourages staff to resolve matters on their own whenever possible. If the staff member is unable to do resolve the issue on their own, they should immediately inform human resources in writing. It is the responsibility of the staff member to report issues to the MSD and include all facts available regarding the alleged harassment, sexual harassment, or discrimination.

## **Investigation**

It is the MSD's policy to promptly investigate all claims of discrimination and harassment, to maintain confidentiality when possible in connection with its investigation of claims of discrimination or harassment to the extent possible, and to take appropriate action where an investigation confirms that discrimination or harassment has occurred. The investigation process is explained in Appendix I, page 23.



## **Employees' Responsibilities**

All employees are responsible for helping to ensure that discrimination and harassment do not occur in the workplace.

An employee who believes that they have been discriminated against or harassed in the workplace or who witnesses discrimination or harassment of others should immediately address the behavior with the person or report the matter to their supervisor, the Human Resources Manager, the MSD's General Manager or if the complaint is against the General Manager the matter may be addressed with the Chair or Vice Chair of the Board, so that the matter can be investigated promptly and the appropriate action can be taken.

## **Disciplinary Action**

If the MSD determines that an employee is guilty of discriminating against or harassing another employee, appropriate disciplinary action will be taken against the offending employee, up to and including immediate termination.

## **Retaliation is Prohibited**

The MSD will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints. In general, retaliation is conduct that dissuades an employee from exercising their legally protected rights. Retaliation may consist of, but is not limited to, actions such as taking adverse action against an employee because he or she has:

1. Opposed employment discrimination or harassment
2. Participated in investigative proceedings such as conducting, testifying, assisting, or participating in any manner; or
3. Engaged in legally protected "whistle blowing" activities such as communicating, in good faith, allegations of waste, misuse of public funds, property, or labor (see Utah Protection of Public Employees Act, Utah Code sec. 67-21-1), or reporting violations of health, safety, or environmental standards; or
4. Otherwise asserted rights under laws or policy. Conduct may be retaliation regardless of whether it occurred on- or off-duty, in or outside of the workplace, or whether a victim is no longer employed by the MSD.

For example, an employee believes that they are being retaliated against for making a good faith complaint of discrimination or harassment, for assisting in an investigation of discrimination or harassment, or for otherwise engaging in a protected activity. In that case, the employee should immediately report the retaliation to their supervisor, Human Resources, the MSD's General Manager, or the Chair or Vice Chair of the Board (particularly if the complaint is against the General Manager), so that the matter can be investigated promptly and appropriate action can be taken. In the context of retaliation, examples of adverse actions include, but are not limited to:

1. Open hostility, threats, name-calling, or intentional actions that a reasonable person would find embarrassing;
2. Exclusion, shunning, or ostracism;
3. Tokenism or patronizing conduct;
4. Unwarranted negative remarks, reprimands, or evaluations;
5. Giving unwarranted negative job references;





6. Increased supervisory attention such as: increased review of work product, intentionally searching computer e-mail or other records for no legitimate business reason or inconsistent reasons, asking others to pay more attention to an employee and to report any violations, reviewing problems that occurred before the employee filed the complaint and that the supervisor knew about but at the time did not take action;
7. Unwarranted demotion, suspension, or termination without cause;
8. Refusal to hire or promote an otherwise best-qualified individual;
9. Taking adverse action against or conduct towards an employee because they supported someone in the workplace in their complaint or participation in an investigation (i.e., retaliating against an employee's family member who opposed allegedly unlawful employment practices);
10. Substantial and unjustified changes in individual work assignments, including unwarranted change in over-time, on-call rotation, or other specialty assignments;
11. Unreasonable supervisory-imposed time restrictions; or
12. MSD will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

### **Discipline for Bad Faith Complaint or Lying**

If, after further investigating any complaint of discrimination or harassment, the MSD determines that the complaint of discrimination or harassment was not made in good faith or that an employee has provided false information regarding the alleged discrimination or harassment, knowing such information to be false, appropriate disciplinary action up to and including termination may be taken against the employee who filed the complaint in bad faith or who gave false information during the investigation.

### **Employee Responsibility to Report**

Employees play a crucial role in helping achieve a workplace culture free from harassment or retaliation. The MSD wants to know about inappropriate conduct so that it may be corrected promptly.

MSD encourages any employee who feels harassed or discriminated against to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware that his or her conduct is offensive, and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate manager, Human Resources, the Associate General Manager, or the General Manager, or any other member of management with whom you feel comfortable bringing such a complaint.

Any employee with knowledge of inappropriate conduct that may violate this Section, is expected to report it promptly, even if they are not a victim or a party to the alleged inappropriate conduct.

To provide employees with reporting avenues that are free from bias, conspiracy, intimidation, or reprisal, employees may use any of the following avenues to report conduct in violation of this Section:



1. Employees must notify their supervisor, department head, the Human Resources Manager, the Associate General Manager, or the General Manager. Employees do not have to follow their chain of command to file a report. Reports must be in writing. Reports should be as detailed as possible, including the names of the individuals involved, the names of any witnesses, direct quotations when language is relevant, dates, times, and any documentary evidence such as electronic communications (including text messages and social media), notes, pictures, cartoons, etc. Once notified, the supervisor or department head must file a report with Human Resources.
2. All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.
3. In most circumstances, employees are expected to continue to report to work. However, if they reasonably believe doing so would place them in danger, they are expected to report immediately to their supervisor, department head, the Human Resources Manager, the Associate General Manager, or the General Manager for further guidance.
4. Reports of illegal conduct should be reported promptly to law enforcement.

The accused will be instructed not to contact the reporting employee or alleged victim regarding the conduct reported.

The accused and the alleged victim will be instructed not to discuss the report with each other, with any other MSD employee, or with any other affiliated organization.

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, MSD will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

When the review or investigation is complete, the reviewer, investigator, or designee, will inform those who "need to know" (that may include all or some of the following: involved department heads, supervisors, the Human Resources Manager, the Associate General Manager, the General Manager, MSD Board Chair, legal counsel, etc.), which will be determined on a case-by-case basis, of the disposition of the review or investigation. The complainant/victim and the accused may or may not be notified of the disposition or other facts relating to the review or investigation, depending on the circumstances.

The MSD will promptly take any necessary and appropriate disciplinary action if applicable. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. The MSD may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, MSD will take appropriate action to stop the conduct.





## **Management Responsibility To Enforce And Act**

Management plays a crucial role in helping to achieve a workplace culture that is free from harassment or retaliation. Disciplinary action, up to and including termination, may result if a manager engages in harassing behavior, condones such behavior, neglects to take appropriate measures to prevent or stop such behavior, neglects to properly report such behavior (whether observed first-hand, suspected, or reported), neglects to take appropriate corrective or disciplinary action against offenders, or retaliates against a person in violation of this Section.

In addition, managers who engage in harassment or retaliation violating federal or state laws while employed by the MSD may be sued and held personally liable for their actions.

## **Workplace Violence**

The MSD is committed to providing a safe workplace for employees, customers, vendors, volunteers, independent contractors, and others with whom we do business. The MSD has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional, or veiled threat of harm to any employee, guest or company property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All employees share the responsibility for identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to their manager, a management member, or human resources. You must assume that any threat is serious. The MSD will carefully investigate reports and maintain employee confidentiality to the extent possible. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

The MSD reserves the right to take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit an unlawful violent act against any person while on company premises or while engaged in company business off the premises.

Violence includes more than inflicting physical harm to others or oneself. Violent behavior also consists of threats of harm to others and acts of aggression. Such behavior constitutes prohibited harassment if it is: (1) unwelcome; (2) creates an intimidating, hostile, or offensive work environment; and (3) is sufficiently severe or pervasive as to alter the terms and conditions of employment in the mind of the victim and from the perspective of a reasonable person in the victim's position. Examples of inappropriate conduct include, but are not limited to:

1. Threatening statements, telephone calls, letters, or other communications, including threats made by electronic devices or mediums, including social media;
2. Vandalism of personal or MSD property;
3. Assaults on employees or their families or pets;
4. Direct or implied threats of physical harm to an employee or someone the employee cares about;



5. Pushing, fighting, shoving, or touching in an angry, aggressive, or threatening manner;
6. Violence or retaliation toward an employee;
7. Following or stalking an employee;
8. In an intimidating manner, carrying, showing, or displaying dangerous weapons, except to the extent authorized by state law.

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## **HARASSMENT, APPENDIX I. HARASSMENT COMPLAINT PROCEDURES**

**Purpose.** To explain harassment complaint procedures.

The HR Manager is responsible for:

1. Ensuring that both the individual filing the complaint (complainant) and the accused individual (respondent) are aware of the seriousness of a harassment complaint.
2. Explaining the MSD's harassment policy and investigation procedures to all parties involved.
3. Exploring informal means of resolving sexual harassment complaints.
4. Notifying the police if criminal activities are alleged.
5. Arranging for an investigation of the alleged harassment and the preparation of a written report.
6. Submitting a written report summarizing the results of the investigation and making recommendations to designated company officials.
7. Notifying the complainant and the respondent of the corrective actions to be taken, if any, and administering those actions.

The HR Manager and the General Manager or in their absence, the Assistant General Manager will determine if an in-house investigation will be conducted or if a third party will be contracted to complete the investigation, and if the police must be notified. All complaints involving senior management at the director level or above will be handled by an external third party.

### **Complaint Resolution Procedures**

Complaints should be submitted in writing as soon as possible after an incident has occurred. The HR Manager may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the HR Manager will dictate the verbal complaint.

To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much of the following information as possible:

1. The name, department, and position of the person or persons allegedly committing harassment.
2. A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
3. The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
4. The names of other individuals who might have been subject to the same or similar harassment.
5. What, if any, steps the complainant has taken to try to stop the harassment?



6. Any other information the complainant believes to be relevant to the harassment complaint.

**Investigation.** The investigation will be a top priority for the HR Manager. The HR Manager will do their best to complete the investigation within 30 calendar days. However, dependent upon the scale and scope of the investigation, this period may be extended with the approval of the General Manager or in their absence, the Associate General Manager. The HR Manager will also seek to update the complainant every two to three weeks throughout the process.

**Confidentiality.** All complaints and investigations are treated confidentially to the extent possible and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation and the HR director takes adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a sexual harassment complaint or investigation is maintained in secure files within the HR department.

**Other Available Procedures.** The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under local, state, or federal law.

**Discipline.** Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that the sexual harassment policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

**Other Available Procedures.** The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under local, state, or federal law.

**Retaliation.** In accordance with the Equal Employment Opportunity Commission (EEOC), it is illegal to retaliate against a person for a legally protected activity, and retaliation is prohibited within the MSD. Retaliation can take many forms, as detailed above.



## **DRUG AND ALCOHOL-FREE WORKPLACE**

The MSD is committed to protecting the safety, health and well-being of all employees, customers, clients, and vendors in our workplace. “Workplace” includes company property, any company-sponsored activity, or any other site where you are performing work or representing the MSD.

The objective of this policy is to provide a safe and productive work environment free from the effects of unlawful drug and alcohol use and activity, to provide for the protection and safety of employees and the public, and to reasonably protect MSD assets. This policy applies while on duty or on call. This policy also establishes The MSD’s authority to test employees. Employees are required to comply with federal and state laws regarding drugs and alcohol.

The term “drug” as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

### **Definitions**

1. Abuse or Misuse.
  - a. The possession or use of a controlled substance obtained without a lawful prescription issued to the possessor or user;
  - b. the use of a controlled substance contrary to the prescription indications; or,
  - c. the use of alcohol or a controlled substance to a degree that renders the user unfit to safely operate a motor vehicle or perform job requirements while on duty.
2. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how the alcohol is packaged or in what form the alcohol is stored, utilized, or found.
3. Applicant.
  - a. Any person who has made written or oral application to become an employee of the MSD and has been extended a conditional offer of employment; or,
  - b. Any employee who applies for and is subsequently selected to fill an internal vacancy through a competitive selection process.
4. Authority. Drug and/or alcohol testing program that is established pursuant to the policies and procedures of the MSD.
5. MSD Premises. Buildings, parking lots, grounds, parks, properties, equipment, vehicles owned or leased by the MSD, and personal vehicles used for MSD business.
6. Consume or Consumption. To inhale, ingest, inject, or otherwise take into the body.
7. Controlled Substance. Those substances are defined by the Utah Controlled Substances Act, Utah Code §58-37-4 and §58-37-4.2, as amended, and the federal Controlled Substance Act, 21 United States Code §802(6), as amended. Also referred to as “drug” and “drugs.”



8. Drug Paraphernalia. Objects used for the consumption of controlled substances. Drug Paraphernalia is further defined to include the definitions in Utah Code §58- 37a-3, as amended.
9. Medical review professional. A licensed medical provider who has knowledge of substance use disorders (SUD) and the effects of controlled substance consumption on the human body and has the training to interpret and evaluate drug and alcohol test results.
10. Possess. To be located on one's person, in one's clothing, in one's immediate vicinity or control (such as a wallet, purse, desk, drawer, locker, vehicle), or in one's body as evidenced by a positive test result. Includes "constructive possession" as defined by Utah law.
11. Sample. Any specimen of urine, blood, breath, saliva, or hair to be used for testing.
12. Employee Function or Position. Employees performing work-related duties or assignments in which a person performing the position while under the influence may constitute a threat to the health or safety of themselves, a co-worker, or the public. Such tasks include, but are not limited to, inspecting for life-threatening risks to ensure life safety.
13. Test. The scientific analysis for the presence of drugs and/or alcohol or their metabolites in the human body. Also referred to as "alcohol test," "drug test," and "testing."
14. Under the Influence. The physical or mental condition of an employee resulting from the consumption of alcohol or a controlled substance that causes the employee to be unable to safely operate a motor vehicle or to perform work functions, including an alcohol test result of 0.05 or more grams of alcohol per 100 milliliters of blood or per 210 liters of breath.
15. Work Duties or On Duty. The duties, or the performing of the duties, on behalf of the MSD, are contained within an employee's job description, or which are specifically assigned to an employee. Including being on-call.
16. Workplace. The workplace includes but is not limited to, MSD-owned buildings, grounds, vehicles, hybrid or remote work, and/or any other location where an employee conducts MSD work during work hours or while on duty.

#### **Controlled Substance or Prescribed Medication Prohibitions**

1. No employee may use a controlled substance in a non-prescribed manner prior to a shift, while on duty, or in the workplace. If a violation of this rule is suspected, the employee may be suspended on administrative leave without pay until an internal investigation is completed. Depending on the investigation's results, the employee may be disciplined or terminated as outlined in the discipline and termination procedures outlined in this Policy. If it is determined that the employee has not violated this rule, then backpay will be paid to the employee for the time they were placed on administrative leave. Nothing in this section is intended to supersede the MSD's right to discipline or terminate at-will employees.



2. Employees are not prohibited from the lawful use and possession of prescribed medications; however, employees are expected to consult with their doctors about the medications' effects on their fitness for duty and ability to work safely. When a medication has a safety warning or the employee is advised that there may be an adverse reaction to the medication(s) impacting fitness for work duties, the employee must promptly disclose that warning or advice to the supervisor and provide a written care provider assurance that the controlled substance will not adversely affect the employee's ability to perform work duties.
3. Employees who work while impaired, even if the impairment is caused by prescribed medication, may be subject to testing under reasonable suspicion according to the Drug and Alcohol Testing policies and procedures in this manual.

**Alcohol Prohibitions.** No employee may consume, buy, sell, manufacture, distribute, dispense, store, possess, or be under the influence of alcohol while on duty, on MSD premises, vehicles, or in other non-MSD-owned workplaces.

**Other Prohibitions.** Employees will not:

1. Possess, purchase, sell, store, or transport drugs or drug paraphernalia while on duty, on MSD premises, or in the workplace.
2. Refuse to submit to a drug and/or alcohol test without a medically verifiable reason.
3. Refuse to contact and cooperate with the drug/alcohol testing facility or sign related paperwork.
4. Impede an investigation into a violation of this policy.
5. Fail to appear for a drug or alcohol test as requested without a reasonable or verifiable explanation.
6. Substitute, alter, or tamper with a drug/alcohol test sample.
7. Fail to give a sufficient drug or alcohol test sample without verification of a medical condition that would impact the employee's ability to provide a sufficient sample.
8. Falsify or attempt to falsify a drug or alcohol test sample or test result.
9. Refuse to report for an assessment with a substance abuse professional.
10. Refuse to enter an agreed-upon rehabilitation program.
11. Fail to remain readily available for post-accident testing following an accident.





## Workplace Inspections

The MSD reserves the right to conduct unannounced inspections of the workplace and MSD premises, including, but not limited to, MSD-owned or leased property, workstations, vehicles, equipment, desks, cabinets, drawers, etc., whether used solely by the employee or shared with others.

The MSD recognizes that employees have a reasonable expectation of privacy to be free from unwarranted searches of their personal items, such as their bags, purses, coats, wallets, etc. This expectation of privacy does not apply, however, if alcohol, illegal drugs, or paraphernalia are in plain view.

The MSD also reserves the right to utilize detection methods necessary to enforce this Section, including testing, electronic detection equipment, and trained animals.

## Drug and Alcohol Testing

For the purpose of maintaining safety for employees and the general public, to maintain the productivity and quality of the services and functions of MSD, and to safeguard the property and information of MSD, the MSD reserves the right to require its employees to undergo drug and alcohol testing pursuant to the Utah Drug and Alcohol Testing Act ("Act"), Utah Code Ann. § 34-38-1, [Utah Code Section 63A-17-1004](#), et. seq., and other applicable drug testing laws, as follows:

**Pre-employment Testing.** All MSD job offers are contingent upon, in part, passing a pre-employment drug test. All positive drug tests are handled in accordance with applicable law.

**Preannounced Periodic Testing.** Due to the nature of the MSD, the MSD conducts Preannounced Periodic drug and alcohol testing for all MSD employees. At the beginning of the month when testing may occur, the MSD will email staff to inform them of the possible upcoming test. The MSD uses a third-party administrator to manage and ensure random selections. The third party will contact the employee selected for testing directly via email. Employees are subject to random testing at any time they are working. Selections are made from the total employee population, regardless of previous selection. If an employee is on approved leave at the time of selection, another employee is selected from the alternate list.

Employees approved for hybrid work and are "working remotely" who are selected for random drug/alcohol testing must report for the test, unless prior they have prior approval to work from a geographically remote location on the date of the Preannounced Period Test.

**Reasonable Suspicion Testing.** Reasonable suspicion drug and/or alcohol testing may be required of employees if a supervisor or company official suspects an employee is under the influence of drugs and/or alcohol. Testing cannot be required based solely on a guess, hunch, complaint, or tip from another person. The suspicion must be based on specific and documented objective observations consistent with the signs and symptoms of drug and alcohol use such as the following: Odors (e.g., smell of alcohol, body odor, urine); movements (e.g., unsteady, fidgety, dizzy); Eyes (e.g., dilated, constricted or watery eyes, involuntary eye movements); Face (e.g., flushed, sweating, confused or blank look); Speech (e.g., slurred, slow, distracted mid-thought, inability to verbalize thoughts); Emotions (e.g., argumentative, agitated, irritable, drowsy); Actions (e.g., yawning, twitching); or Inactions (e.g., sleeping, unconscious, no or slow reaction to questions). See Appendix I of this policy, page 32, for the





MSD's "Supervisor's Reasonable Suspicion Report," found in Appendix I of this policy, on page 32.

When reasonable suspicion testing is warranted, management will relieve the employee from performing all work duties and meet with the employee to explain the observations. The employee shall be given an opportunity to explain the observations. If, after the explanation, management continues to have a reasonable suspicion of drug or alcohol use violating this policy, or would need further verification, the employee will be notified of the requirement to undergo a drug/alcohol test. It is the policy of the MSD to require that the employee be taken to the drug testing location by a member(s) of management in an MSD vehicle if available. If the employee is working remotely, a member of management may pick up the employee from their hybrid work location and take them to the testing facility, if possible.

**Post-accident/Incident Testing.** Post-accident/incident drug and/or alcohol testing is required for employees who are driving or involved in any type of accident while in an MSD vehicle or while driving for work-related purposes while in a "clocked-in" status. An employee who requires testing but needs medical assistance will receive the necessary medical aid first.

Testing will be completed as soon as possible, but must be completed within 4 hours. The priority is medical care first. The supervisor must document the reasons if a test cannot occur within the established time limit.

Under no circumstances should the employee involved in an accident subject to post-accident testing be allowed to drive to or from the testing facility. A member of management is required to transport the employee in an MSD vehicle if available or arrange for other transportation.

**Return-to-duty Testing and Follow-up Testing.** Return-to-duty, follow-up drug and/or alcohol testing may be administered in conjunction with an MSD-approved program of rehabilitation, counseling, education, and/or treatment. Employees subject to return-to-duty testing shall be subject to return-to-duty testing for not less than 12 months, generally not to exceed 36 months. They typically should be tested a minimum of 6 times in the first 12 months following their return to duty. Return-to-duty and follow-up testing shall be at the employee's expense. This Section shall not be deemed to alter the MSD's policies on leave or disability.

**Testing Notice.** Before performing an alcohol or drug test, the employee shall be notified of the type of testing, e.g., pre-employment testing.

### **Sample Collection and Testing**

Sample Collection and Testing for drugs and alcohol shall be performed in accordance with the Act or other applicable law.

1. An independent third party will conduct sample collection and testing.
2. The collection of samples shall be performed under reasonable and sanitary conditions.
3. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
4. Sample testing shall conform to scientifically accepted analytical methods and procedures.



## **Alcohol Testing**

Alcohol testing is conducted at an MSD-designated facility by trained third-party technicians using federally approved alcohol testing devices capable of producing printed results that identify the employee.

1. If an employee's alcohol concentration is .02 or more, a second specimen will be tested. If an employee's second alcohol concentration is at or exceeds .05, the second confirmation test will be determinative as under the influence.
2. Under no circumstances should the employee be allowed to drive following a test for alcohol when the second confirmation test result is at or exceeds the positive cut-off limit. A member of management is expected to transport the employee in an MSD vehicle if available or arrange for other transportation.

### **Consequences of Positive Drug or Alcohol Tests or Policy Violation**

MSD may, in its sole discretion, take any of the following actions to enforce its Drug Policy upon receipt of a confirmed positive drug test or upon the refusal of an employee to submit to a drug test:

1. An offer of employment may be withdrawn if an applicant tests positive for drugs or alcohol or violates any provision of this policy.
2. Employees who violate any provision of this policy may be subject to disciplinary action, up to and including termination.
3. Suspension of the employee with or without pay for a period of time.
4. At the MSD's discretion, the MSD may require the employee to enroll, at the employee's own cost, in an MSD-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment; an employee who does not participate in or complete a rehabilitation, treatment, or counseling program to the satisfaction of MSD may be terminated immediately.
5. A requirement that the employee submit to additional tests at any time, with or without cause, including any time after the employee has successfully completed a rehabilitation, treatment, or counseling program.
6. Other disciplinary measures in conformance with MSD's usual practices, policies, or procedures.



### Off-Duty Drug and Alcohol-Related Tests and Criminal Convictions

An employee convicted of violating a federal or state criminal statute that regulates manufacturing, distributing, dispensing, possessing, selling, or consuming a controlled substance shall notify their supervisor of the conviction no later than five (5) calendar days after the conviction. Convictions are not necessarily disqualifiers from employment. A case-by-case analysis is conducted for workplace safety and job relevance. An employee required to drive a vehicle as an essential function of the job may no longer qualify for the job where the employee's driver's license is suspended or revoked due to a drug or alcohol conviction or offense, which may result in termination.

Under this policy, the MSD may also consider test results generated by law enforcement officers, emergency responders, or health care providers to determine policy compliance.

### Compensation for Testing and Record Keeping

Employees' time spent participating in random, reasonable suspicion, or post-accident drug or alcohol testing is considered paid work time. Individuals participating in pre-employment testing do so on their own time. Participation in return-to-work testing, whether related to a corrective action program or not, is not paid regular work time but can be compensated through sick or vacation time.

### Confidentiality

1. The test and its results are considered confidential and are the property of the MSD.
2. The test and its results shall not be disclosed to any other person other than the MSD's management who possesses a need to know, the employee tested, or the tested prospective employee.
3. The MSD shall not disclose the test or its results to any other employer or any member of the public.
4. Any other disclosures of the test or its results must be authorized by the employee or prospective employee in writing.
5. Confidentiality of the test or its results shall be deemed waived if the employee or prospective employee initiates any proceeding, action, or arbitration concerning their application for employment or their employment with the MSD.
6. The MSD is entitled to use drug or alcohol test results as a basis for disciplinary action, including termination, and in any administrative or judicial proceeding in which an employee or former employee seeks to obtain unemployment benefits.

All information relating to the MSD's drug and alcohol testing shall be treated as confidential except as otherwise indicated in or as provided by law.



## APPENDIX I. SUPERVISOR'S REASONABLE SUSPICION REPORT

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_ Time: \_\_\_\_\_

Is the employee authorized to drive an MSD vehicle: ☐ YES ☐ NO ☐ UNSURE

Does the employee drive an MSD vehicle as part of their day-to-day job ☐ YES ☐ NO ☐ UNSURE

### OBSERVATIONS

Breath (e.g. Odor of Alcoholic Beverage): ( ) Strong ( ) Faint ( ) Moderate ( ) None

Eyes: ( ) Bloodshot ( ) Glassy ( ) Fixed Pupils ( ) Heavy Eyelids ( ) Dilate Pupils  
( ) Watery ( ) Normal ( ) Clear

Speech: ( ) Confused ( ) Stuttered ( ) Accent ( ) Mumbled ( ) Not Understandable  
( ) Slurred ( ) Mush Mouthed ( ) Thick Tongued ( ) Cotton Mouthed ( ) Other

Attitude: ( ) Excited ( ) Profane ( ) Combative ( ) Hilarious ( ) Indifferent  
( ) Talkative ( ) Insulting ( ) Care---Free ( ) Cocky ( ) Cooperative ( )

Sleepy  
( ) Fair ( ) Good ( ) Other ( ) Unusual ( ) Hiccoughing ( ) Belching

Action: ( ) Vomiting ( ) Fighting ( ) Crying ( ) Laughing ( ) Other

Balance: ( ) Needs Support ( ) Falling ( ) Wobbling ( ) Swaying ( ) Other

Walking: ( ) Falling ( ) Staggering ( ) Stumbling ( ) Swaying ( ) Other

Turning: ( ) Falling ( ) Staggering ( ) Stumbling ( ) Swaying ( ) Hesitant  
( ) Other

Describe Specific  
Observations:

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Safety---Sensitive function: ( ) Yes ( ) No Describe:

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Supervisor's Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

V1. September 2024



## **WORKERS' COMPENSATION COVERAGE**

The MSD operates under the Workers' Compensation provisions found in the Utah Code. The MSD will adhere to all Workers' Compensation requirements. All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager and/or Human Resources. If you or another employee is seriously injured, contact outside emergency response agencies. Employees with routine, non-life-threatening injuries should be taken by their manager to the nearest non-emergency room urgent care facility. No matter how insignificant an injury may seem at the time of occurrence, you are to notify a manager and Human Resources Department immediately of any workplace accident or injury. Human Resources is MSD's Workers Compensation Coordinator (WCC). All injuries must be reported on the day they occur. Failure to report injuries could jeopardize coverage of the injury.

The federal law, Occupational Safety and Health Administration (OSHA), requires that we keep records of all illnesses and accidents which occur during the workday. Employees are required to report any workplace illness or injury, no matter how slight. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your manager or Human Resources Department for more information.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the Company's workers' compensation program, except to supplement workers' compensation benefits, such as when the plan only covers a portion of the employee's salary as allowed by state law.

Questions regarding workers' compensation insurance coverage should be directed to your manager or the Human Resources department.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence.

**Use of Leave.** The Utah Retirement System (URS) requires an employee to be in a paid status (utilizing leave or sick leave) for at least 20 hours each week to maintain accrual time-in-service (progress toward retirement); otherwise, this accrual is paused or reduced until the employee returns to work. In other words, an employee not in a paid status of leave or sick leave for 20 hours each week does not earn time toward retirement during that period.

**Medical Providers.** If a life-threatening injury occurs, 911 should be called to access emergency care at the nearest facility. Employees with routine, non-life-threatening injuries should be taken by their supervisor to the nearest non-emergency room or urgent care facility. Staff are encouraged, not required to utilize **WorkMed** for WCC care.

**Injury Reporting.** All injuries must be reported immediately to the employee's supervisor. Supervisors report these injuries to the WCC, which begins a Workers' Compensation claim and helps to arrange medical care. All injuries must be reported on the day they occur. Failure to report injuries could jeopardize coverage of the injury.



**Post-Injury Procedures.** After receiving medical treatment, these steps must be taken:

1. The employee and their supervisor are responsible for delivering all paperwork from the medical provider, Human Resources, and to the Workers' Compensation provider.
2. WCC and the injured employee's supervisor will review any restrictions given by the medical provider related to the injured employee's job description and determine if the employee's regular job meets the restrictions. If not, the MSD will try to accommodate restricted duty jobs for workers injured on the job. The WCC will work with the supervisor to design a work strategy that meets the injured employee's restrictions. This work may be outside the employee's normal work area.
3. Injured employees must comply with the restrictions they are given by medical provider and obtain a full-duty medical release confirming employee can resume work duties and are 'fit to work' without restriction. Note: Failure to do so could slow their recovery or cause further injury. Failure to comply with restrictions may result in disciplinary action.

**Restricted/Light/Transitional Duty.** The MSD will try to accommodate restricted-duty jobs for workers injured on the job. The WCC will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the MSD's goals. This work may be outside the employee's normal work area.

**Follow Up.** The injured employee's supervisor and the WCC will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending their medical appointments, complying with their restrictions and that any restricted duty assignments are helping the employee move closer to their regular job duties.

**Employer's Reports.** The MSD will adhere to all reporting requirements as required by the Workers' Compensation provider.

**Maintenance of Records.** The MSD shall maintain a record in a manner required by law of all work-related fatalities or work-related injuries resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job.

### Leave and Compensation

Each employee eligible to receive workers' compensation is subject to the following:

1. If available, the initial waiting period shall be taken as sick leave. Or, if unavailable, the absence may be taken as unpaid leave.
2. After the waiting period expires, the employee may be required to discontinue sick leave benefits and begin workers' compensation benefits. If a benefit check has not been received by the time the next payday is reached, an advance will be authorized for the approximate benefit amount due. The advance must be immediately repaid when the employee receives the benefit check. Once workers' compensation benefits begin, the employee will be placed on leave without pay but will continue to receive all regular MSD benefits at the MSD's expense at the current contribution rate. If an employee is terminated, MSD benefits shall cease.



3. Under certain circumstances, an employee may be permitted to use available leave to supplement workers' compensation payments but may not exceed total gross earnings.
4. Employees may also use sick or vacation leave to report at least 20 hours per week to the Utah Retirement System to ensure that their time-in-service accrual is not impacted. Less than 20 hours per week (weekly average over a two-week pay period) may result in prorated or reduced time in service accrual.

**Return to Work.** When an employee receives medical release or approval to return to work, the employee must immediately notify their supervisor and the Human Resources Manager who shall then notify the Workers' Compensation provider to terminate the workers' compensation. Depending upon the nature of the injury, if a light-duty position is available and approved by Workers' Compensation, the employee must take a light-duty position until they are able to return to their normal full-time duties. The MSD's organizational needs will determine the light-duty position; at the MSD's discretion, light-duty may be performed outside of the employee's regular role and department.





## **OCCUPATIONAL SAFETY AND HEALTH (OSHA)**

It is the MSD's intent and purpose to provide for the safety and health of workers, and to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act established by the federal law and Utah Code Title 35, Chapter 9. The MSD will conform with Utah OSHA and federal OSHA requirements.

**Hazard-Free Workplace.** The MSD shall furnish each employee with employment that is free from recognized hazards that are causing or are likely to cause death or physical harm to all employees. Each employee shall comply with the occupational safety and health standards, orders, rules, and regulations promulgated under the Utah Occupational Safety and Health Act.

**Enforcement.** Supervisory personnel shall enforce the MSD's safety regulations and rules necessary to safeguard the health and lives of employees. They shall warn all employees of dangerous conditions and permit no one to work in an unsafe place, except for the purpose of making it safe.

**Records of Accidents.** An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether time is lost or not. Accident records shall, at all reasonable times, be available to the Industrial Commission of Utah ("ICU") or its representatives upon request. Other records shall be kept as requested by the ICU.

**Employee's Belief of Imminent Danger.** Any employee or representative of the employee who believes that a danger or the potential of imminent danger exists, may alert a supervisor, police officer or other safety personnel. Supervisors are required to act to help ensure the safety of the employees.

**Reporting Sudden or Unusual Conditions.** Should any sudden or unusual occurrence or change of condition occur, such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, or fires, that might affect the safety or health of MSD employees or tend to increase the hazards thereof, the department head or other designated authority shall immediately notify the staff and evacuate the building in accordance with the facility's published emergency evacuation plan.

### **Safety Rules**

1. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of MSD employment or interfere with the use of any method or process adopted for the protection of employees.
2. No employee shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of the health, life, safety, or welfare of employees or other persons.
3. Employees who do not understand or speak the English language shall not be assigned to any duty or workplace where the lack or partial lack of understanding or speaking of English might adversely affect their safety or that of other employees.



## RECRUITMENT POLICY AND SELECTION CRITERIA

### Existing Employee Preference

The MSD will consider filling vacant positions with qualified applicants from its existing workforce. The General Manager or, in their absence, the Associate General Manager may authorize waiving the preferential internal posting when it is deemed necessary or beneficial. As required by Utah Code Ann. § 35A-2-203, with the sole exception of “in-house” hires, all job openings must, at a minimum, be advertised on a website maintained by the Department of Workforce Services. The selection of individuals to fill vacant positions shall be based upon meeting the required specific job-related education, skills and abilities, character, general competence (past performance), ability to work and collaborate with co-workers, and the ability to relate to the goals and objectives of the MSD in a cooperative and productive manner. It will not be based on seniority alone.

1. The MSD utilizes a job-posting program to give all employees an opportunity to apply for positions in which they are interested and for which they are qualified. Vacancies may be posted online or on designated bulletin boards at all MSD locations. Postings include the title, the salary range, and the minimum and preferred hiring qualifications. Barring an emergency or critical need to fill the position sooner, positions may be posted for at least one (1) business day.
2. Priority will be given to employees who meet the minimum hiring qualifications for the position and are in good standing in terms of overall work record. Good standing means that the employee is not under a performance improvement plan or subject of an internal investigation.
3. Employees are responsible for monitoring job vacancy notices and for submitting a current resume and completing an MSD application form if required during the posting period for a specific job opening.
4. An employee is not required to notify their supervisor when submitting an application for a posted position; however, if an employee is a finalist for the position, the supervisor may be notified prior to the completion of the application process for, among other things, a recommendation.
5. An involuntary transfer may be made by the MSD with or without the employee's consent as deemed necessary to meet the needs of the MSD.
  - a. An involuntary transfer occurs when a department or position is eliminated, and an employee is transferred to another position.
  - b. Additionally, employees enrolled in the MSD's Building Inspector and Plans Examiner Development Program may be transferred to meet MSD's needs.

Nothing contained in this policy is to be construed to prohibit the MSD from or limit the MSD's ability to advertise job openings broadly and seek applicants who are not current MSD employees. If an external candidate is more qualified than any current MSD employees who applied for the vacancy, the non-employee may be hired in preference to current employee applicants.

### Employment Application



All applicants must complete the MSD's employment application between the first and second interviews. Candidates may be required to provide other information, e.g. proof of licensure. The MSD relies upon the accuracy of information contained in employment applications, as well as the accuracy of other information provided throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in the employment application or in any other information provided may result in the MSD's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

**Veteran's Preference.** In accordance with Title 71, Chapter 10 of the Utah Code Ann., 1953, as amended, the MSD grants qualified and eligible veterans' preference during the hiring process, generally by extending a first interview.

**Nepotism.** No relative or household member of an employee or Trustee will be employed by the MSD in violation of the Utah Anti-Nepotism Act, Utah Code Ann. § 52-3-1 et seq., as amended from time to time. A relative means a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. A "household member" means a person who resides in the same residence as the employee.

No employee or Trustee may employ, appoint, or vote for or recommend the appointment of a relative or household member in or to any position or employment when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the candidate will be directly or indirectly supervised by a relative or household member within the same reporting hierarchy.

### **Interviews**

Interviews by the MSD will generally be conducted to assess the applicant's potential to meet the job requirements and to ensure the applicant understands the job's duties and responsibilities. Interviews are one element for the hiring manager to consider when filling open positions. Ultimately, the MSD allows hiring managers the authority to make a final determination regarding which candidate will best meet the needs of the position and fit in with the team.

### **Offers of Employment**

All formal offers of employment are made in writing, generally by the General Manager or in their absence, the Associate General Manager. Because all positions within the MSD are considered positions of trust, all offers are contingent upon successful background, motor vehicle record checks, reference checks, education validation, and/or drug and alcohol screenings. Human Resources will notify those applicants to whom an offer of employment is being extended and will confirm their start date, rate of pay, and coordinate the orientation schedule. The MSD will notify unsuccessful applicants that the vacancy has been filled.

Offers will include the following:

1. Position title
2. Start date
3. Pay rate (hourly or annual) and status (non-exempt or exempt)



4. Part-time or full-time status
5. Permanent or Temporary status
6. Years of Related Experience (YORE) and subsequent leave accrual rate

### **Background Checks**

Background checks will be initiated for all new hires after a contingent job offer is accepted. To ensure that applicants for employment with the MSD are well qualified and have a strong potential to be productive and successful, the MSD will complete a background check of all applicants before their start date. Each new hire must consent to the release of information necessary for the MSD to conduct a background investigation regarding the applicant. The MSD may use a refusal to complete a background authorization form as an incomplete application, which would disqualify the employee or applicant from hire, rehire, or promotion. In instances where negative or incomplete information is obtained, the Human Resources Manager will notify the General Manager, or in their absence, the Associate General Manager, regarding the results of the check, and they, in consultation with the MSD's attorney, if desired, will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired.

The MSD will provide any person subject to a background check an opportunity to review the information and respond to any information received. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that are handled by the Human Resources Manager in conjunction with the employment screening service (if applicable). For applicants not ultimately hired, the background check information will be destroyed no later than two years after obtaining it. Background check information is accessible only by the MSD's Human Resources Manager and the MSD's Attorney (if consulted). Documentation will be retained in an employee's confidential "hiring" human resources file for at least five years.

**Education Verification.** Education verification checks will be initiated for all new hires upon acceptance of a contingent job offer. The MSD may use a refusal to authorize education verification as a form of an incomplete application, which would disqualify the employee or applicant from hire, rehire, or promotion. Documentation will be retained in an employee's confidential "hiring" human resources file for at least five years.

### **Drug and Alcohol Testing**

Drug Testing will be initiated for all potential new hires upon acceptance of a contingent job offer. To ensure that applicants for employment with the MSD are well qualified and have strong potential to be productive and successful, the MSD will complete a drug and alcohol of all applicants before their start date. Each applicant must consent to be tested. The MSD may use a refusal to complete a drug and alcohol test as an incomplete application, which would disqualify the employee or applicant from hire, rehire, or promotion. In instances where negative or incomplete information is obtained, the Human Resources Manager will notify the General Manager, or in their absence, the Associate General Manager, regarding the results of the check, and they, in consultation with the MSD's attorney, if desired, will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. Documentation will be retained in an employee's confidential Human Resources file for at least five years.



## **Reference Checks**

MSD-directed reference checks will be initiated for all new candidates after a contingent job offer has been made. The Human Resources Manager or hiring manager must complete at least two written reference checks, which will be retained in an employee's confidential human resources file. An applicant will not be informed as to which references provided by the applicant were contacted or what information the MSD received unless otherwise required by law, regardless of whether the applicant is hired. If two reference checks cannot be completed within two weeks, leadership may decide to continue the hiring process or to pursue other candidates.

**Requests for References from Outside Entities.** Only the Human Resources Manager or a General Manager designated representative is authorized to verify application references or other information on behalf of the MSD. If the MSD is contacted by another employer concerning a current or former MSD employee, the Human Resources Manager and the MSD's Attorney (if consulted) shall generally be limited to the following:

1. Verification an employee worked, full-time or part-time, during a stated period;
2. Title(s) and description(s) of the position(s) held;
3. Verification that the employee achieved a given salary range;
4. Whether or not an employee is eligible to be rehired;
5. MSD employees are prohibited from providing professional references or providing personal references in the name of the MSD;
6. MSD employees may provide personal references for non-employment-related references (for example, for college applications, professional licensure requirements, etc.), but other employees may not speak on behalf of the MSD.

## **New Employee Onboarding and Orientation**

**Orientation Program.** On the first day of employment, employees will participate in an onboarding and/or orientation program conducted by various MSD employees, including the employee's supervisor. During this program, employees will receive important information regarding their position's performance requirements, a basic MSD policy overview, compensation and benefit programs, and other information necessary to acquaint employees with their jobs and the MSD. All new employees are required to fill out and sign the paperwork in the new-hire packet, including an I-9 form within three business days, a W-4 tax form, an EEO form (optional), an Emergency Contact form, and other forms that the MSD may require. New employees will also receive and sign for a copy (electronic or printed) of the Personnel Policy and Procedures Manual.

**MSD Policies and Procedures.** A supervisor, the Human Resources Manager, or another designated employee of the MSD will review the MSD's Policies and Procedures Manual with all new employees. All new employees are required to sign a statement indicating that they have received the Policies and Procedures Manual and that they understand that they are expected to adhere to the policies and procedures contained therein, that they acknowledge





that the Policies and Procedures Manual does not create a contract between them and the MSD and that they understand that if they are hired on or before December 31, 2022 (unless otherwise stated in the policy), that they are merit employees. Employees hired on or after January 1, 2023 (unless otherwise stated in the policy) are normally at-will employees.

**Duties.** All new employees will review their position's duties and responsibilities with their supervisor and management. Then, all parties will sign the job description. A copy of the signed job description will be forwarded to Human Resources immediately.

**Federal Immigration Laws.** The MSD is committed to employing only those who are legally authorized to work in the United States under federal immigration laws. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three paid business days. Former employees who are rehired must complete a new I-9 form if they have not completed an I-9 with the MSD within the past three years or if their previous I-9 is no longer retained or valid. All E-Verified I-9s are retained in a separate file. The MSD is interested in every qualified candidate who is eligible to work in the United States. The MSD will not sponsor visas now or in the future.

**Questions.** Employees are expected to use the orientation program to familiarize themselves with the MSD, MSD policies, and MSD benefits. New employees are encouraged to ask any questions during the orientation program so they will understand all the guidelines that affect and govern their employment relationship with the MSD.

**Custody of Records.** Separate personnel, benefits/medical, disciplinary, and payroll files will be maintained for each employee, containing documentation such as the employee's tenure with the MSD, performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. Human Resources will be the custodian of the above-mentioned files and will maintain any individual records. All employee records shall be treated as confidential. Only the subject employee, supervisors, and management personnel who have a legitimate need for the information in those files, and others as provided in the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), shall be allowed to access the employee records.

**Review by Employee.** An employee shall be permitted to review the personnel file during regular business hours and with a representative of Human Resources present. The employee will submit a written request, allowing the MSD a reasonable period to support this request. The employee may obtain a copy of any document in the personnel file pursuant to GRAMA requirements.

**Completeness.** MSD's employee records must be current and accurate. Employees are responsible for notifying Human Resources of any changes in their name, address, or dependent status (i.e., marriage, divorce, or increase or decrease in immediate family) to ensure that insurance, social security, and income tax deduction forms are kept up to date. The MSD is not responsible for impacts on employee benefits if written notice of changes is not provided by the employee. Employees should also make sure that the MSD is kept informed as to their telephone number, work availability and the person to be notified in case of an emergency. Any change in an employee's position, rate of pay, or employment status shall be documented by the employee's supervisor or Human Resources and a copy will be



retained in the employee's personnel file.

PROPOSED FINAL DRAFT 20260109\_1300





## **PAY AND YEARS OF RELATED EXPERIENCE (YORE) CALCULATION**

### **Purpose**

This policy provides guidance for the Greater Salt Lake Municipal Services District (the “MSD”) for the initial determination of YORE and reconciliation of YORE. Staff members who believe that their pay and/or YORE were incorrectly assessed at the time of hire, who have acquired an increased credential, or otherwise believe their pay and/or YORE had a material error and therefore seek reconsideration of their pay and/or leave accrual rate.

The MSD’s approach to reconsideration is that pay and/or YORE are fair and correct. Therefore, the employee must provide factual support justifying their requested compensation and/or YORE reconsideration.

The attached form must be completed for both the initial YORE determination and the YORE reconsideration.

### **Applicability**

This policy applies to all non-temporary MSD employees, both full-time and part-time. Temporary, seasonal, and intern employees are ineligible for reconsideration.

### **Definition**

**Years of Related Experience (YORE).** Formerly referred to as “Years of Service”. YORE is a tool used to assess the number of relevant and related work years of experience toward their MSD position which an employee is credited at the time of hire, transfer, or promotion.

One’s YORE calculation is utilized to determine two components of an employee’s compensation. First, YORE determines one’s initial pay and vacation leave accrual rate; second, YORE determines one’s current vacation leave accrual rate.

### **Policy**

1. Hiring managers / leaders must utilize the attached form at the time of hire to determine YORE for all new hires.
2. For the MSD to consider corrections to pay and/or YORE, one of the following criteria must be met:
  - a. An employee reasonably believes their initial pay and/or YORE assessment was incorrect.
  - b. An employee has acquired a new credential, which they believe justifies a compensation increase.
  - c. An employee qualifies due to "other" factors, outlined below.
3. As noted above, The MSD’s approach to reconsideration is that pay and/or YORE are fair, correct, and were agreed to by the employee. Therefore, the employee must provide factual support justifying their requested compensation and/or YORE reconsideration.



4. The MSD believes each case is unique and should receive due consideration. The employee must provide verifiable factual supporting documentation to support the request for reconsideration. Conjecture will not be considered.
5. Staff may only make one request for reconsideration per position.
6. Reconsideration is a slow and methodical process; requests may take a significant amount of time to resolve.

**The first category** of staff potentially eligible for reconsideration includes those employees who believe their initial pay and/or YORE assessment was incorrect at their time of hire. As noted above, the MSD generally takes the position that the accepted pay and benefits at the time of hire were correct and that the employee agreed to the terms and conditions of their employment when they accepted their unique written offer.

1. Requests for reconsideration must be submitted in writing within 45 calendar days of the employee's start date.
2. If it is determined that an employee may have been eligible for increased compensation and/or YORE at the time of hire, the MSD is not obligated to increase either, except as required by law.
3. Each case will be considered independently.
4. The MSD utilizes a pragmatic reasonable person (qualified hiring manager) standard. The MSD's pay and YORE determination process currently includes the hiring manager and HR consulting to review the candidate's resume, application, education, experience, knowledge, skill, and abilities. If something substantive was overlooked during this YORE evaluation process, then reconsideration may be considered. For example, in the case of an employee who studied abroad or was raised in a non-English-speaking country, it is reasonably presumed that the hiring manager included the candidate's language skills in their hiring selection. Therefore, their candidate's language skills would likely have been considered as part of electing the candidate to fill the position.
5. Factors that may justify reconsideration:
  - a. Cases in which the initial assessment contained a significant error, e.g., an employee was mistakenly credited with "2" YORE rather than "20," which was clearly depicted on the employee's resume and/or application.
  - b. Factors that were likely not considered, or were overlooked by the hiring manager, as not being relevant for not being on a resume. The MSD acknowledges that candidates tailor their resumes to the jobs for which they are applying. However, if the factor was discussed in the interview, it is presumed to have been included in the hiring manager's decision and subsequent offer letter; therefore, it would not be grounds for reconsideration.
  - c. If something significant was unclear or a material error (to a reasonable person) was present in the offer letter.
  - d. If the offer letter did not comply with MSD policy, or if it failed to comply with the law at the time it was accepted.



- e. Significant MSD-internal disparity in hiring pay compared to a peer with very similar knowledge, skills, and abilities.
- 6. Factors excluded from reconsideration (not an exhaustive list):
  - a. Experience earned while on the MSD staff, e.g., becoming more technically proficient and one's job due to longevity.
  - b. The MSD does not offer a pay differential for language skills.
  - c. Knowledge, skill, or abilities that a hiring manager could reasonably have deduced a candidate possessed.
  - d. Requests for reconsideration submitted after the first 45 days of employment.

**The second category** of staff potentially eligible for reconsideration includes employees who have acquired new directly relevant skill(s), credential(s), or degree(s) and therefore justify a reconsideration of their pay.

- 1. Requests for reconsideration must be brought forward in writing within 45 calendar days of the employee's new skill(s), credential(s), or degree(s) acquisition.
- 2. The MSD wholeheartedly supports staff in expanding their skill sets. The MSD offers multiple programs that provide financial assistance for many educational, skills, and credentials relevant to positions within the MSD.
- 3. Factors that may justify reconsideration
  - a. Acquired a new and directly relevant skill(s), credential(s), or accredited degree(s) that exceed or complement the employee's position requirements.
  - b. Achieving the minimum qualifications (skill(s), credential(s), or degree(s), will not justify reconsideration or a pay adjustment unless stated in the job offer letter.
- 4. Factors that are excluded from reconsideration (not all inclusive):
  - a. Some job position grades are delineated by earning certifications, e.g., a Professional Engineer license. The MSD will not reevaluate an engineer's pay in addition to the standard pay increase included with a grade increase.
  - b. Certifications with automatic pay increases are not eligible for additional reconsideration, e.g. the MSD's Building Inspector Employee Development Program Policy includes pay increase for each certificate earned and will not receive additional pay increases for these certifications.

**The third category** of staff potentially eligible for reconsiderations includes individuals in "other" factors that may warrant reconsideration.

- 1. Requests for "other" reconsideration must be brought forward in writing within 45 days of the issue.
- 2. An employee who transitions into a new role and has a skill or position related experience that they believe justifies reconsideration of their new position's compensation if no pay raise was included with the transition to a new position.
- 3. If there is compelling evidence that a position's grade is under market value, the MSD may reconsider the position's pay grade, not just the individual's pay. However, if a disparity is identified, the MSD is not required to make an adjustment, except as required by law.
- 4. Other unique cases.



**Process:**

1. Human Resources is responsible for managing this process.
2. For new hires, the manager/leader will complete the top of the form, Human Resources will complete the historical data on the bottom of the form.
3. This form is not intended to be shared with the new candidate.
4. For employees seeking recondition, the employee will:
  - a. Submit their reconsideration request in writing within 45 days as described above.
  - b. Submit a written request for reconsideration through one's supervisor to Human Resources. A call or face-to-face discussion will not suffice.
  - c. The request should provide the dispassionate facts that establish a compelling case.
  - d. Provide all relevant facts and information in their initial request through their supervisor to Human Resources in writing.
5. Processing timelines below serve as a planning factor. If the MSD exceeds the intended timeline, the requester will contact Human Resources to inquire about the status of their request.
6. Human Resources will provide the General Manager (GM) with the following information within 30 calendar days. Human Resources may opt to work with the employee to refine the employee's request. If this occurs, the 30-calendar day period will begin after the employee and Human Resources finalize the output for the GM.
  - a. All relevant information provided by the employee.
  - b. All relevant information, which may assist the General Manager.
  - c. Input from the employee's supervisor
  - d. Input from the employee's director
  - e. Input from the MSD's Human Resources
  - f. Input from the MSD's Associate General Manager
7. The GM will respond in writing with a decision within 60 calendar days from their receipt, unless additional information is requested. If the GM requests additional information, the 60 calendar days begin upon receipt of the requested information.
  - a. Only the GM's determination is required to be provided to the employee requesting reconsideration. No details will be furnished to the employee (requesting reconsideration) regarding a peer's hiring background, knowledge, skills, ability, YORE, pay and benefits, etc.
8. The GM is the final authority for reconsideration. There is no appeal behind the GM's determination.

**Compliance**

1. Severability: This provision shall be severable, and if any provision thereof or application of such provision under circumstances is held invalid, it shall not affect any other provision of this resolution or application in a different circumstance.



## MSD COMPENSATION AND YORE CALCULATION

CANDIDATE: \_\_\_\_\_ POSITION: \_\_\_\_\_ GRADE: \_\_\_\_\_  
HIRING MANAGER: \_\_\_\_\_  
MANAGER RECOMMENDED YORE: \_\_\_\_\_ CANDIDATE PROPOSED PAY: \_\_\_\_\_  
HUMAN RESOURCES RECOMMENDATION: \_\_\_\_\_

### **FACTOR 1. EDUCATION:**

Position Requires/Prefers: \_\_\_\_\_  
Candidate's Education: \_\_\_\_\_

### **FACTOR 2. LEADERSHIP EXPERIENCE (if applicable):**

Position Requires (number of years and direct reports): \_\_\_\_\_  
Candidate's Key Leadership Experience: \_\_\_\_\_

### **FACTOR 3. TECHNICAL EXPERTISE:**

Position Requires: \_\_\_\_\_  
Candidate's Technical Experience: \_\_\_\_\_

### **FACTOR 4. OTHER CONSIDERATIONS:**

Additional / Unique skills or experience: \_\_\_\_\_  
Foreign Language Skills: \_\_\_\_\_  
Military Service: \_\_\_\_\_  
Other Factors: \_\_\_\_\_

### **5. PEER COMPENSATION:**

**CONCEPTUAL FRAMEWORK:** A career spans approximately 30 years. Therefore, a new hire with about 15 years of experience should be at the MSD's pay midpoint (50<sup>th</sup> percentile) as depicted below.

PERCENTILE	5 <sup>th</sup> (0 YORE)	25 <sup>th</sup> (7.5 YORE)	50 <sup>th</sup> (15 YORE)	75 <sup>th</sup> 22.5 YORE)	95 <sup>th</sup> (30 YORE)
GRADE: _____					
ANNUAL: _____					

PEER (Initials)	CURRENT		AT HIRE		YEAR
	PAY	YOORE	PAY	YOORE	
Example KG	\$29.50	10 (years)	\$28.75	9	2025
1.					
2.					
3.					
4.					

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## **CLASSIFICATION AND COMPENSATION POLICIES**

### **Classification of Employment**

#### **Employee Classifications**

For the purposes of salary administration and eligibility for overtime payments and employment benefits, the MSD classifies its employees as follows:

1. **Initial/Probationary Employee Status.** Each employee, whether merit or at-will, is considered to be in an initial evaluation or probationary period for the first six (6) months after their most recent hire date. The MSD may extend the initial probationary period beyond six months. The extension shall be in writing. Such employees are either "exempt" or "non-exempt," as defined below.
2. **Regular Full-Time Employee Status.** A regular, full-time employee is an employee who has completed the initial evaluation period, is not a temporary, intern, or seasonal employee, is hired to work in a full-time position, and generally works forty (40) hours or more per week on a regular basis (but, no less than an average of 30 hours per week over a 12-month period). Such an employee may be "exempt" or "non-exempt" as defined below.
3. **Regular Part-Time Employee Status.** A regular part-time employee is an employee who has completed the initial evaluation period, is not a temporary, intern, or seasonal employee, but is hired to work in a part-time position, and generally works fewer than thirty (30) hours per week on a regular basis and paid on an hourly basis. Part-time employees do not accrue benefits, unless they were full-time MSD employees and transferred directly into part-time status.
4. **Temporary, Intern, or Seasonal Employee Status.** A temporary, intern, or seasonal employee is an employee hired to work full-time or part-time for a limited period of time and whose employment will end when the MSD determines that the "temporary" employee's services are no longer needed, generally with the understanding that the employment will be terminated at a certain time or upon the completion of a specific assignment. (Note: A temporary employee may be offered and may accept a new temporary assignment with the MSD after completing a temporary assignment and thus still retain temporary status.) Such an employee may be "exempt" or "non-exempt," as defined below. (Note: employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the MSD.) If a temporary, intern, or seasonal employee is reclassified to regular part-time or regular full-time status, the employee will not be required to begin a new initial evaluation period; their initial evaluation period will begin at the time of hire.
5. **Non-exempt Employees.** Employees who are paid on an hourly basis or who do not work in a bona fide executive, professional, or administrative position are not exempt and are required to be paid overtime compensation at the rate of time and one-half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.





6. **Exempt Employees.** Salaried employees who work in a bona fide executive, professional, or administrative position are typically exempt and exempt from overtime requirements.
7. **Special Appointment.** A special appointment or other employee in a position filled through an appointment by the General Manager, or in their absence, the Associate General Manager, with consent from the MSD Board. Appointed employees do not expect continued employment and serve at the pleasure of the General Manager unless specified otherwise.
8. **MSD Board Appointment.** An employee in a position is filled through an appointment by the MSD Board majority. Board-appointed employees have no expectation of continued employment and serve at the pleasure of the MSD Board.
9. **Volunteers.** Volunteers are not MSD employees. In general, this manual does not apply to volunteers. Volunteers perform service for civic, charitable, or humanitarian reasons and without promise, expectation, or receipt of compensation for services rendered. Members of advisory, review, and appeal boards, or similar bodies, volunteers in police services, and firefighters are examples of volunteers. At the MSD's discretion, volunteers may be reimbursed for expenses, provided reasonable benefits, a nominal fee (as defined by FLSA guidelines, a nominal fee may not exceed 20% of what would be paid to an MSD employee providing the same or similar service), and/or a stipend to perform the services for which the individual volunteered. The Utah Volunteer Government Workers Act, Title 67, Chapter 20 of the Utah Code provides regulations for the authorized use of volunteer government workers and applicable insurance including Workers' Compensation, and general liability and indemnification.
10. **Independent Contractors.** Independent contractors are not MSD employees. In general, this manual does not apply to independent contractors. However, their conduct must comply with this manual. Independent contractors should have general liability insurance appropriate for their business, a business license appropriate for the services rendered, and Worker's Compensation coverage or a Worker's Compensation Statutory Exclusion (waiver) policy, whichever is applicable. Common law and Internal Revenue Service factors may be used to determine whether a person qualifies as an independent contractor.

**Initial Classification.** Employees will be informed of their initial employment classification and of their status as an exempt or non-exempt employee during their orientation session. If an employee changes positions during employment by the MSD as a result of a promotion, transfer, or otherwise, the employee will be informed by their manager, supervisor, or Human Resources of any change in their status.

**Inquiries.** Questions regarding employment classification or status are to be directed to Human Resources.

## **Performance Review**

**Initial Probationary (Evaluation) Period.** All new employees undergo a six-month probationary evaluation period that commences on the first day of employment. The evaluation period is intended to allow new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their





expectations. The MSD uses this period to evaluate the employees' capabilities, work habits, values, attitude, quality of work, ability to get along with others, and overall performance. During this period, each new employee and the MSD will have the opportunity to decide whether the employee is right for the position and if the position is right for the employee.

1. Initial Counseling. All new hires will be briefed by their supervisor on the expectations of their position, utilizing the employees' job descriptions as noted above.
2. Leaders are encouraged to include the MSD's Comprehensive Annual Performance Evaluation (CAPE) as part of the discussion to manage employee expectations and focus, helping employees maximize their performance and achieve their leaders' priorities.

**Extension of Probationary Period.** Failure to achieve performance goals as listed above may result in an extension of the initial evaluation period. If the MSD determines that the designated evaluation period does not allow sufficient time to thoroughly evaluate the employee's performance, the evaluation period may be extended for a specified period up to an additional six months.

If the evaluation period is extended, the supervisor will utilize the MSD's CAPE to explain where the employee's performance failed to meet performance expectations and what adjustments to their performance are required. If the employee is retained after the extended evaluation period, a second CAPE will be completed. Employees whose probationary period is extended are ineligible for merit increases.

**Initial Evaluation.** At the end of the probationary period, the employee's supervisor will conduct a performance evaluation with the employee. If the employee's performance does not meet the MSD's standards, the employee may be terminated. If the employee's performance is satisfactory, then continued the MSD may offer "at-will" employment to the employee. There will generally be no salary or wage adjustment at the end of the initial evaluation. At all times, both before and after the completion of the initial evaluation period, the employee's relationship with the MSD shall remain at-will, and the MSD shall retain the right to terminate the employee's employment with the MSD at any time, with or without cause, and with or without advance notice.

**Regular Evaluations.** To ensure that employees perform their jobs to the best of their abilities, it is important that they be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. Consistent with this goal, employee performance will be evaluated by supervisors on an ongoing basis through on-on-one sessions.

After the initial probationary evaluation period, employees will be given a formal performance evaluation and discussion at regular intervals not to exceed twelve months, to provide the employees and their supervisors with an opportunity to discuss job performance, identify and correct weaknesses, and recognize strengths. Performance evaluations are utilized to maximize employee performance. They also provide a basis for decisions on placements, promotions, and terminations, salary increases, reduction in force, and other personnel actions. Supervisors also will meet with employees on an informal basis from time to time throughout the year to discuss their job performance. The MSD uses a system of performance ratings designed to give a fair appraisal of the quality and quantity of work performed in all departments. The employee, the supervisor, and Human Resources shall sign performance reviews. Each employee will be furnished with a copy of their completed CAPE.



**Special Evaluations.** In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by supervisors at any time to advise employees of the existence of performance, behavioral, or disciplinary issues.

It is a supervisor's prerogative, whenever circumstances require it, or when an employee's overall performance rating indicates that the employee "needs improvement" or is "unsatisfactory," to impose a special evaluation period or take other disciplinary or corrective actions upon an employee for a period which is generally not more than six months. During this time, the supervisor will prepare a Performance Improvement Plan ("PIP"), hold reviews with the affected employee, and submit monthly PIP appraisals to Human Resources.

Imposing a special evaluation period requires a written notice to the employee with the employee's acknowledgement. The employee's failure to demonstrate satisfactory improvement in performance or behavior during the special evaluation period may result in an extension of the Performance Improvement Plan (PIP), or up to and including termination of employment. If the employee's performance improves satisfactorily during the special evaluation period, the special evaluation period will be terminated by written notice to the employee.

### **Salary Administration Programs**

**MSD's Compensation Philosophy Statement.** To attract and retain high-quality employees, the MSD endeavors to pay salaries competitive with those paid by other employers in the local government and municipal services industry and in the applicable labor markets in which the MSD maintains facilities. In line with this objective, the MSD monitors its wage scales to ensure that they are kept in line with local economic conditions.

**Job Descriptions (JD).** Every position at the MSD has a defined job description. The MSD reviews and updates job descriptions and evaluates JD's ensuring the specifications remain relevant and job-related each time they are posted for fill and annually as part of the CAPE process. Compensation, and

**Pay/Salary Grades.** Every position at the MSD is also assigned a pay (or salary) grade with corresponding salary bands (ranges). Sometimes the terms pay and salary are used interchangeably.

**Cost of Living Adjustments (COLA).** COLAs may be recommended based on economic indicators such as inflation and changes in the Consumer Price Index (CPI). These adjustments are not guaranteed annually and are subject to available funding and approval by the Board. **COLA increases when authorized begin on the first full pay period in January.**

**Annual Review and Merit Increase.** The MSD's overall annual merit increase budget is subject to Board approval and funds availability. Salaries are reviewed annually. **When granted, a salary merit increase will take effect in the first full pay period in January.**



**Annual reviews for employees promoted after September 30.** Reviews will be based on their previous position and the merit increase will be based upon their previous wage. Comments regarding current position performance may be included but may not negatively impact the overall CAPE rating.

If an employee is hired before October 1<sup>st</sup> of the previous year, they may be eligible for the annual merit increase after the successful completion of their evaluation period. For example, if an individual is hired on September 30<sup>th</sup>, and successfully completes their probationary period on March 31<sup>st</sup>, they will receive an increase in the next first full pay period for that previous performance review period and will not be backdated. **If an employee is hired after September 30<sup>th</sup>, then they are not eligible for any annual merit increase awarded the following year.**

**Building Inspector and Plans Examiner Certifications.** This section only applies to those limited staff eligible for the related certification pay. COLA and/or Merit increase calculations will include the eight (8) identified certifications covered by the MSD's Building Inspector and Plans Examiner Employee Development Policy. Certificates must be earned on or prior to December 31<sup>st</sup> to be included in the following year's COLA/MERIT increase. The approved list of certifications is found on page 117.

**Anniversary Date.** Unless otherwise specified, the anniversary date is based on the date of initial hire or annually on the date of rehire.

**Total Compensation.** An employee's total compensation from the MSD encompasses monetary compensation and indirect compensation such as benefits, paid time off, retirement plan, etc., as described in a later section of this manual.

**Inquiries.** Questions regarding the MSD's salary administration program or the employee's individual salary should be directed to their supervisor or the Human Resources Manager.



## **Work Hours and Attendance**

**Work Week.** The MSD work week cycle begins on Sunday morning immediately after midnight and runs for seven (7) consecutive days, through eleven fifty-nine p.m. (11:59 p.m.) of the following Saturday. The regular workweek for all full-time employees is forty (40) hours. Work hours for employees who are not full-time, with appropriate lunch breaks, will be established by their supervisors. Some employees may have scheduled or unscheduled weekend and holiday workdays. Unless otherwise specified, employees are expected to be at work during regularly scheduled office hours.

**Breaks. Hourly** MSD employees may take two paid 15-minute rest breaks during a normal eight-hour workday. One break may be taken during the first half of the shift and one during the second half of the shift. Employees who are scheduled to work a shift of five (5) hours or more will generally be allowed to take a lunch break at a time set by their immediate supervisor.

- **Exercise Program:** When approved, one break may be combined with lunch for the purpose of “working out.” Combining one break and lunch is a privilege at the discretion of each manager. The two 15-minute breaks may not be combined. Work requirements always take precedence over combining. Both breaks and lunch cannot be combined. Combining breaks is prohibited when not in the office and may not be used as part of one’s commute, leaving early, or arriving late. Managers are responsible for ensuring compliance. Employees will return to the work area with good personal hygiene and with a professional appearance.

**Work Schedule Changes.** Daily and weekly work schedules may be changed from time to time at the discretion of the MSD to meet varying conditions and needs. Changes in work schedules will be announced as far in advance as practicable. The general policy of the MSD will be to provide seventy-two-hour notice of work schedule changes, if practicable.

**Varying Shifts.** Employees assigned to different MSD locations or organizational divisions may be scheduled to work varying shifts, as determined by their supervisors, to ensure adequate coverage of operational business needs.

**Attendance.** Regular attendance and punctuality are essential to the smooth operation of the MSD, including performing quality work and providing superior service. The MSD depends on its employees' regular attendance and punctuality. Employees will be at their work location and ready to work at the beginning of their assigned shift and are expected to continue working in their work area until the end of their assigned shift, except for authorized lunch and rest breaks. The employee’s supervisor must approve any scheduling or work environment changes.

**Absence or Tardiness.** If an employee is going to be late to work or absent from work because of sickness, injury or an emergency situation, the employee is required to notify their immediate supervisor on the leader’s MSD cell phone. If the immediate supervisor is not available, the supervisor on duty of the delay as soon as possible but no later than one hour before the beginning of the shift, unless the employee is unable to provide such notification within that time due to the nature of the illness, injury, or emergency, in which event notification must be given as soon thereafter as possible. Failure to do so may result in disciplinary action.



**Excessive Absenteeism.** An employee who is absent for two (2) or more consecutive workdays without prior authorization or proper notification will be considered to have voluntarily resigned and is subject to automatic termination. The MSD may attempt to contact emergency points of contact in these cases.

**Lateness.** It is the responsibility of the employee to immediately notify their supervisor if they are going to be late to work. Any unexcused tardiness may result in corrective or disciplinary action. Excessive unexcused tardiness may result in disciplinary action up to and including immediate termination.

**Emergency Situations.** During emergencies, such as weather events or declared disasters, the General Manager or designee may adjust work hours or schedules for the health and safety of employees and to protect MSD interests. Employees will be notified by phone, text message, and/or email by their supervisor or the general emergency notification system.

### **Recording Work Hours**

**Procedure.** It is the policy of the MSD to comply with applicable laws requiring the maintenance of accurate records of hours worked by each employee. To ensure compliance, accurate payroll processing, and proper tracking of leave accruals and usage, all employees are required to record their hours worked and any absences in the MSD's official timekeeping system.

Employees must update their time records daily and accurately reflect the actual hours worked. At the end of each bi-weekly pay period, employees are responsible for reviewing their timesheets, resolving any discrepancies, and submitting for approval. Supervisors will then review and approve the timesheets for final payroll processing.

Each employee is responsible for entering their own time. Employees will not record time on behalf of another employee.

In exceptional circumstances, supervisors may correct a subordinate's timecard but only to reflect the actual number of hours worked or to implement changes authorized elsewhere in this manual. Supervisors seeking to alter a timecard must first email the employee and the Human Resources Manager, stating the actual changes and the reason for the changes. Supervisors are encouraged to wait for the subordinates written concurrence before changing the timecard. Supervisors are prohibited from altering a timecard in any way that misrepresents the actual number of hours worked by an employee, including but not limited to, reducing the number of hours worked to avoid overtime compensation.

A non-exempt (hourly), full-time employee may, with prior approval, occasionally work less than 40 hours in a given work week, but works at least 39 hours, they are not required to utilize leave to make up the remaining time. However, an employee may utilize leave to reach 40 hours, provided the request precedes timesheet finalization.

If a non-exempt (hourly) full-time employee works less than 39 hours in a work week, the employee is required to request leave so that the employee's time sheet reaches 40 hours (not to 39 hours as stated in the preceding paragraph) for that week. If the employee utilized all of their appropriate leave, the absence may be considered unpaid leave. Repeatedly failing to work the position's required number of hours may result in disciplinary action up to and





including termination. Employees may not work fewer hours one week and additional hours another week within the same pay period in order to offset or avoid overtime.

Employees taking multiple days of leave must achieve 40 hours in a paid status each week. The preceding paragraph's 39-hour rule does not apply.

Exempt (salary) employees work to achieve results and therefore are not solely held to a "time" standard. Exempt employees are ineligible for overtime. Unlike their non-exempt counterparts, exempt employees are not required to work a minimum number of hours in either week of the two-week pay period. Exempt employees are expected to work a minimum number of 80 hours each pay period. Exempt staff not working at least 80 hours across the two-week period must take leave to be in a paid status for 80 hours each pay period. Supervisors are responsible for managing their staff's time.

Based on one's position and performance, exempt employees may be eligible for flextime.

- Flextime is a privilege, not a right.
- Employees not working a standard 40-hour work week each week of the pay period must gain supervisor approval in advance.
- Supervisors may designate core hours or days, during which staff must be available or in the office. Supervisors may also limit the number of credited hours on a given day.
- Organizational needs always take precedence over flextime usage.
- Flextime allows exempt staff to combine their two-week pay period to achieve a total of 80 paid hours per pay period.
- Exempt employees may only combine weeks within a two-week pay period; they are prohibited from combining weeks crossing pay periods.

**Accuracy.** Each employee is responsible for ensuring that their actual hours worked and any leave time taken are recorded accurately. Falsification of a timesheet is a serious breach of MSD policy and may result in disciplinary action, up to and including possible termination.

### **Regular Pay Procedures**

**Paydays.** MSD employees are paid bi-weekly on the Friday following the end of the two-week pay period by direct deposit.

**Direct Deposit.** Employees are required to establish an account for direct deposit of their paychecks. Wages or salaries shall be distributed to each employee by direct deposit. Each payment will include net earnings for all work performed through the end of the previous pay period.

**Status Changes.** All adjustments to an employee's wages, status, may become effective at the start of the pay period during which the effective date of the promotion occurs, unless otherwise established by the General Manager or, in their absence, the Associate General Manager.



**Mandatory Deductions.** The law requires that the MSD make certain deductions from every employee's compensation. The following items are automatically deducted from wages and salaries:

1. Federal withholding tax;
2. Utah State withholding tax;
3. Social Security and Medicare tax (FICA);
4. Amounts subject to garnishment; and
5. Any employee contribution as required by the Utah Retirement System shall be established at the current contribution rate schedule.

**Voluntary Deductions.** Eligible employees may elect to have any of the following items deducted from their pay:

1. Contributions to 401(k), ROTH and 457 plans;
2. Group insurance premiums;
3. Secondary credit union or bank deposits;
4. Health Savings Account ("HSA") or Flexible Spending Account ("FLEX") plan deductions; and
5. Other approved benefits or 401k loan deductions.

**Paystub Statements.** Paystub statements are provided electronically through the timekeeping portal to employees showing the amount earned for each pay period (gross pay), the deductions taken, the amount of take-home pay (net pay), and vacation and sick leave accruals and balances. Employees should print and retain these statements for their records. Employees are expected to report mistakes in the statements immediately to the MSD's Human Resources Manager and payroll administrator. The payroll administrator will be able to answer any questions regarding the deductions taken from an employee's pay or how those deductions were calculated.

### **Overtime Pay Procedures**

**Fair Labor Standards Act.** It is the policy of the MSD to comply with the Fair Labor Standards Act of 1938 ("FLSA"), as amended. Employees will be classified as either exempt or non-exempt for purposes of federal and state wage and hour laws. The Federal Fair Labor Standards Act deems persons in certain positions paid on a specific prescribed basis as exempt from overtime. Each supervisor and MSD official is responsible for ensuring compliance with FLSA in their department.

**Overtime for Nonexempt Employees.** Employees classified as non-exempt (see the classifications of employment policy section for the definition of "non-exempt employee") will receive compensation for approved overtime work as follows:

1. Any time worked by non-exempt employees more than 40 hours in any one workweek (seven days) will be considered overtime.
2. For the purpose of calculating overtime, the workweek normally begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the following Saturday, unless designated otherwise because of varying shifts.





3. As required by law, overtime compensation is based on actual hours worked and, therefore, only hours actually worked in any one workweek will be used in calculating overtime. Time for which an employee is paid but for which no work is performed, such as paid holidays and absences covered by vacation leave, sick leave, or other paid absences, will not be counted as hours worked in calculating overtime.

Supervisors will organize their department workloads to minimize overtime by adjusting staffing and/or employee work schedules so that essential work assignments will be performed during regular hours. However, from time to time, the needs of the MSD make it necessary for employees to work more than they are generally scheduled to work. Employees are required to be available to work overtime hours as necessary as a condition of continued employment.

**All overtime work must be specifically authorized and approved in advance by an employee's supervisor.** No employee may authorize their own overtime. The only exceptions allowed are for bona fide emergency situations when overtime is unavoidable, and supervisors cannot be contacted for approval. Supervisors are expected to attempt to provide reasonable notice to employees when the need for overtime work arises. However, advance notice may not always be possible. Supervisors may reduce the hours worked on any other day to offset longer hours from a previous day to ensure no more than 40 hours are worked each week. Excess hours in one week may not be used to offset less hours worked in the other week of a pay period.

**Rate of Pay.** For non-exempt full-time, part-time, temporary, intern, and seasonal employees covered under the overtime provisions of the FLSA, overtime will be paid at the rate of time and one-half the regular rate of pay for hours actually worked in excess of 40 hours during a workweek. There are no daily overtime requirements.

**Failure to Obtain Authorization for Overtime.** Employees who fail to obtain the appropriate overtime approval from their supervisor and department head generally may be subject to disciplinary action up to and including termination.

**Exempt Employees Ineligible.** Employees exempt ("Exempt") from FLSA are paid a regular salary, not based on the number of hours worked. Exempt employees are **expected to work the hours required to fulfill the complete responsibilities of their jobs**. Exempt employees who work in a bona fide executive, administrative, or professional position are not entitled to overtime compensation under federal wage and hour laws and will not receive overtime pay.



## **Outside Employment and Volunteer Work**

An employee may not engage in additional employment and/or volunteer work that in any manner interferes with the proper and effective performance of official duties or which results in a conflict of interest. Each employee will give priority to employment with the MSD. Outside employment must not create actual conflicts or the appearance of such conflicts that may impact the MSD's credibility, integrity, or independence. If outside work is determined to conflict with the MSD interests or job performance, the employee may be required to choose between continuing outside employment or volunteering or remaining employed with the MSD.

Outside employment and/or volunteering must be approved annually. The employee must provide annual updates not later than January 15<sup>th</sup> of each year through their manager and their department head to Human Resources. Employees will be notified in writing of their requests' final disposition. In some rare cases, the request may require Board of Trustees approval.

Outside employment and/or volunteering must not conflict with or impact the employee's MSD position or duties. "Conflicts" include both actual and perceived conflicts. Outside employment may not be conducted during or impact the employee's regularly scheduled work hours. Employees are prohibited from using MSD equipment, property, or confidential information for outside employment.

The employee will notify Human Resources in writing on the form below. Human Resources will notify the employee of the request's final disposition. Annual updates will be provided by the employee to Human Resources and the employee's manager. In unique cases, the request may have to be presented to the MSD's board. The MSD will not be held liable to grant sick leave in any case of injury to an employee while that employee is engaged in outside employment.

Failure to disclose outside employment and/or volunteering or engaging in conflicting outside work may result in disciplinary action, up to and including termination of employment.



## Greater Salt Lake Municipal Services District Outside Employment and Volunteer Form

**EMPLOYEE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

1. Secondary employer's name: \_\_\_\_\_
2. Job Title: \_\_\_\_\_
3. Brief description of duties in this role: \_\_\_\_\_  
\_\_\_\_\_
4. Hours per week: \_\_\_\_\_
5. Location of work site: \_\_\_\_\_
6. Will the employee work in any of the MSD municipalities? \_\_\_\_\_
7. Is there an actual or the appearance of a conflict of interest? \_\_\_\_\_
8. Is there an actual or the appearance of an ethical issue? \_\_\_\_\_
9. Is this request the same as the previous year? \_\_\_\_\_
10. Employee acknowledges:
  - a. Will not conduct secondary work while "punched-in" at the MSD.
  - b. Will never wear MSD logoed gear during secondary work.
  - c. Will never use MSD equipment or vehicles for secondary work.
  - d. Will ensure outside employment does not interfere with MSD duties.
  - e. Will update the MSD regarding changes to secondary employment.
  - f. Update the status of their secondary employment to the MSD not later than January 31st of each year.
  - g. Injuries incurred on a secondary job are not covered under the MSD's workers' compensation.

Employee Signature: \_\_\_\_\_

Title	Printed Name	Signature	Recommendation
Supervisor			<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
Senior Supervisor (If Applicable)			<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
Department Head			<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL
Human Resources (If Applicable)			<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL

Title	Printed Name	Signature	Decision
FINAL DECISION			<input type="checkbox"/> <b>APPROVED</b> <input type="checkbox"/> <b>DISAPPROVED</b>



## Voluntary Participation in Political Activity

MSD employees should maintain political neutrality in their conduct at work and in the performance of their duties and interactions with MSD members. MSD employees may voluntarily participate in political activity, subject to the following:

1. Political Support. Nothing contained here may be construed to preclude voluntary contributions by an employee to the party or candidate of the employee's choice or permit partisan political activity by any employee who is prevented or restricted from engaging in the political activity by the provisions of the Federal Hatch Act.
2. An employee may not serve as an elected official, appointed official, or employee of jurisdictions served by the MSD while employed by the MSD.
3. An employee who is elected to any partisan or full-time nonpartisan political office may be granted a leave of absence without pay for times when monetary compensation is received for service in the political office.
4. An employee may not engage in any political activity during the hours of employment, nor may any person solicit political contributions from other employees during hours of employment for political purposes.
5. Partisan political activity may not be a basis for employment, promotion, demotion, or termination.
  - a. The Officer of Special Counsel (OSC) summarizes the Hatch Act as restricting "the political activity of individuals principally employed by state, MSD of Columbia, or local executive agencies and who work in connection with programs financed in whole or in part by federal loans or grants. Usually, employment with a state, D.C., or local agency constitutes the principal employment of the employee in question. However, when an employee holds two or more jobs, principal employment is generally deemed to be that job which accounts for the most work time and the most earned income."
6. Nothing contained herein may be construed as precluding the expression of the employee's religious or moral beliefs and commitments in the workplace in a reasonable, non-disruptive, and non-harassing way on equal terms with similar types of expression of beliefs or commitments allowed by the MSD, unless the expression is in direct conflict with the essential business-related interests of the MSD.
7. Violations of this policy may result in disciplinary action, up to and including termination of employment.

## Holiday Pay

**Rate.** If a full-time employee's shift falls on a recognized holiday or an employee, with prior approval by the employee's supervisor, works on a recognized holiday even though the employee's shift does not fall on the holiday, the full-time employee will be paid the usual hourly rate for actual hours worked on the holiday and will be given the option of receiving compensatory time as set forth below or of being paid for that time as holiday pay. For example, if an employee works on a holiday, the employee will either, at the employee's election, be paid double time for the time worked or be paid straight time and also receive the same number of compensatory hours off.)



When a non-exempt employee's total regular hours (excluding holiday pay), exceed 40 hours in a work week, hours in excess of 40 will be treated as overtime based on their standard hourly rate. Supervisors are expected to track and minimize the occurrence of these occasions.

**Holiday Compensatory Time.** As an additional inducement for employees to work on holidays when called upon, compensatory time will be offered to any employee (exempt or non-exempt) required to work on a holiday the number of hours worked as provided above. This Holiday compensatory time policy does not replace the overtime pay requirements and is included simply as an additional benefit for employees who work on holidays.

Holiday compensatory time is defined as future time off at the rate of one hour for each hour of work done on a holiday. While it is encouraged that holiday compensatory time be scheduled with management and taken soon after it is accrued (preferably during the same week that it is earned), holiday compensatory time may be accrued up to a maximum of 80 hours. Use of holiday compensatory time must be approved in advance by the employee's supervisor, who may reject a request that unduly disrupts the operations of the MSD. No holiday compensatory time in excess of 80 hours will be granted. Upon termination, the employee will be compensated for each hour of accrued holiday compensatory time, up to a maximum of 80 hours, at a rate for exempt employees equal to the employee's "hourly rate" based on their salary at the time of termination and for non-exempt employees, at the employee's hourly rate at the time of termination.

**Off Hours Emergency Pay.** Non-exempt employees who are called out to perform emergency inspections (flood, fire, earthquake, etc.) after regular business hours, will be compensated at one and a half times their normal pay for a minimum of two hours per call, regardless of the number of hours worked that week.

## TIME-OFF POLICIES

### Vacations

**Time Accrual.** The MSD grants annual paid vacations to its regular full-time employees. Part-time employees generally do not accrue any category of leave. Only full-time employees who transfer to a part-time status will be granted leave accrual; their leave accrual will be at 50% of the full-time employee rate as depicted below. Temporary, intern, or seasonal employees do not accrue vacation time.

Each regular full-time employee receives an initial bank of 100 hours of vacation leave on the first day of employment. Vacation leave will not accrue during periods when an employee is on leave without pay, and unpaid status time during short-term disability (STD), and long-term disability (LTD). Employees become eligible to take vacation time as soon as the time has accrued, regardless of whether the employee is still in the six-month initial evaluation period. Employees who are terminated or resign during their probationary period will not be eligible for a vacation payout.

The amount of vacation time to which an employee accrues depends on the employee's "Years of Related Experience" (direct, MSD-position-related experience) in their respective field. This number is calculated and included in the MSD's Offer Letter. Additionally, Years of Related Experience increase during each year of employment. Vacation leave is accrued up to the maximum hours indicated.

**Years of Related Experience (YORE).** Formerly referred to as "Years of Service," YORE is a tool used to assess the number of years of direct, MSD-position-related experience an employee is credited with at a given time. This calculation is utilized to determine two components of an employee's compensation. First, YORE is used to determine one's initial pay and vacation leave accrual rate; second, YORE is used to determine one's current vacation leave accrual rate.

#### Full-Time Regular Exempt and Nonexempt Employees Vacation Accrual Rates

YORE	Rate/Pay Period	Total/Year
Years 1 and 2	3.69 hours	96 hours
Years 3 and 4	4.61 hours	120 hours
Years 5 through 9	5.54 hours	144 hours
Years 10 through 14	6.46 hours	168 hours
Years 15 or more	7.38 hours	192 hours

**For example:** An employee with less than two years (730 days) of Related Experience would earn 3.69 hours per pay period. On the first day of year three (day 731), the employee would move to the next tier and receive 4.61 hours per pay period.

**Vacation Leave Accrual.** Paid vacation leave for a regular full-time employee may accrue indefinitely; however, only 250 hours will carry over from year to year. All hours over 200 that have not been used by the end of the last pay period of the year will be forfeited. In the event of termination or resignation, the maximum number of hours of vacation leave that will be paid out to an employee upon termination is limited to 200 hours, this includes all compensation time sold back to the MSD. No vacation leave will accrue when an employee is on unpaid administrative leave status or unapproved sick leave.



**Vacation Use.** Employees become eligible to take vacation time as soon as the time has accrued, regardless of whether the employee is still in the six-month initial evaluation period. Vacation hours can be used in any increment.

An employee may not, however, take accrued vacation time whenever they desire. The timing of vacation leave will be determined by the supervisor with regard to the employee's wishes and the needs of the department and the MSD. A vacation request must be submitted to the supervisor in the time management system at least two weeks prior to the date the employee wishes to begin their vacation unless otherwise arranged with management.

Employees are encouraged to use their accrued vacation time within one year of its accrual. It is the employee's responsibility to take their vacation in accordance with this policy.

Employees will not be eligible to take paid vacation leave in advance of their actual pay period accrual unless otherwise arranged with management.

**Rehired or Reinstated Employees.** Former employees rehired with reinstatement rights following military service or reinstatement from a reduction in force status will assume the same accrual eligibility for vacation that they had before their termination.

**Holiday Within Vacation Period.** Holidays observed by the MSD that fall within a scheduled vacation period will not be counted as vacation time but rather will be taken as a paid holiday.

<b>Holiday</b>	<b>Holiday Observed</b>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Pioneer Day	July 24 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Holiday	4 <sup>th</sup> Thursday of November <b>and the following Friday</b>
Christmas Day	December 25 <sup>th</sup>
One Personal Preference Day	Employee specified; supervisor approved

The Board may change designated paid holidays at any time at the Board's sole discretion with or without amending this Subsection. Any such change shall be effective upon its approval by the Board and shall thereupon supersede and replace the foregoing designated holidays.





**Holidays on Weekends.** When a holiday falls on a Saturday, it will generally be observed on the preceding workday. When it falls on a Sunday, it generally will be observed on the following workday.

**Holiday on Scheduled Days Off.** If a holiday should fall on the employee's day off, the employee will, with the approval of the department head, observe the holiday by taking the day off before or after the employee's scheduled day off. Otherwise, the timing of the day off in lieu of the holiday will be determined by the department head, their decision being final. Holiday pay is not included in overtime calculations.

**Paid Status Required.** Holiday pay will not be paid, and an in-lieu day will not be provided to an employee unless the employee is on paid status the workday preceding and the workday following the holiday. Paid status means at work or on any approved paid leave. Paid status does not include leave without pay, unapproved sick leave, or suspension.

**Religious Observances.** Employees who need time off to observe religious practices or holidays not already scheduled by MSD should speak with their manager. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off on another day. Employees may also be able to take accrued vacation time. The MSD will seek to reasonably accommodate individuals' religious observances.

## **Sick (Medical) Leave**

**Benefit.** Paid sick leave is a privilege, not a right. Paid sick leave is a benefit afforded to all full-time employees under the following circumstances: (a) when an employee is sick or injured and cannot perform normal job duties; (b) for medical or dental appointments of the employee or an immediate family member; or (c) to care for an immediate family member who is sick or injured. For purposes of sick leave, an immediate family member includes the employee's spouse, child, mother, or father. A stepchild, foster child, stepmother, or stepfather shall be treated the same as a child, mother, or father for purposes of this policy. For other extenuating circumstances, the Associate General Manager, or the General Manager may approve an employee's request to take sick leave to care for other family members not listed above for a specified duration.

**Mental Health Days.** The MSD acknowledges the need for the occasional day off for an individual's well-being. In response to staff feedback, the MSD is **testing** "Mental Health Days," by allowing employees to utilize sick leave for "mental health days" with supervisor approval. The employee is responsible for the coordination of coverage of key events and deadlines. Employees are limited to one day at a time and may not take consecutive "Mental Health Days" or utilize these days in connection with vacation leave or holidays.

**Accrual.** In addition to an initial 100-hour bank of sick time for all new regular full-time employees, sick leave will accrue at the rate of 3.69 hours for each pay period. Sick leave will accumulate to a maximum of 480 hours. There will be no additional accrual above 480 hours.

Paid sick leave will not accrue when an employee is on unpaid administrative leave status or unapproved sick leave.

**Scheduling Medical Appointments.** Time off from work for the purpose of medical and dental examinations and treatments for an employee may be charged to sick leave. Employees should attempt to schedule routine health care appointments for times other than when they are scheduled to work, if possible. When possible, the employee must notify and obtain the approval of their supervisor or department manager at least 48 hours in advance of the scheduled appointment.

**Notification.** Employees who will be late to work or absent from work because of illness, injury, or medical problems, or the need to obtain medical care, regardless of whether they are eligible for paid sick leave, must attempt to arrange for a replacement, if required to do so by their department, and must notify their department manager or supervisor that they will be late or absent at least one (1) hour prior to the scheduled starting time of the employee's regular shift unless such notification is impossible due to the nature of the illness, injury, medical problem, or medical care, then notification must be given as soon as possible. An employee on sick leave must keep the supervisor or department manager informed of the recovery progress during a prolonged absence due to illness or injury. Due to GRAMA, the MSD strongly encourages employees to use their supervisor's work phones whenever possible.

**Minimum Time Increments.** Employees may use sick leave in any increment.

**Once Sick Leave is Exhausted.** If a regular full-time employee is absent from work because of an illness or other medical reason and does not have any accrued sick leave, the employee shall be required to use their accrued vacation leave until all accrued vacation leave has been exhausted, at which time any additional time off for illness or other medical condition will be treated as leave without pay.



**Medical Statements.** If an employee is absent from work due to an illness or injury or other medical reason for a period of **more than three (3) working days** either consecutively or within a two-week period, or when a recurring pattern of absence occurs (such as being sick Friday, Monday, or day before or after a holiday more than once in a quarter, each calendar year without medical documentation) the employee must, as soon as reasonably possible, present to their supervisor a medical statement from a physician stating the reason for the employee's absence from work and certifying that they are unable to return to work. Once the employee is prepared to return to work, the employee will be required, by the employee's supervisor, department head, or Human Resources, to submit a certificate from the attending physician confirming that the employee is able to resume work as a condition of being allowed to return to work.

For any sick leave of three (3) consecutive days or less, at the request of the MSD, an employee may be required to provide verification of the circumstances surrounding the absence from work for illness, injury, medical problems, or medical care, including a doctor's verification of the employee's or immediate family member's illness, injury, or medical condition.

**COVID-19 related Medical absences.** Due to the evolving nature of the COVID-19 threat, the MSD follows CDC guidance. Current CDC guidance is found at: [www.cdc.gov](http://www.cdc.gov). Employees absent three or more days will either provide Human Resource proof of a positive COVID-19 test or submit a doctor's note.

**Records.** Human Resources is responsible for maintaining complete and accurate sick leave records for all MSD employees.

**Payout of Sick Leave.** Sick leave is not paid out upon termination, resignation, or retirement.

### **Bereavement Leave**

**Immediate Family Member.** It is the policy of the MSD to grant bereavement leave with pay to any regular full-time employee who suffers the loss of an immediate family member. This time may be used all at once or may be used intermittently throughout the calendar year to deal with estate or other related issues.

For purposes of this bereavement leave policy, an immediate family member is defined as a wife, husband, child, mother, father, mother-in-law, father-in-law, brother, sister, daughter-in-law, son-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, grandchild, brother-in-law, or sister-in-law. A stepchild, stepmother, or stepfather shall be treated the same as a child, mother, or father, respectively.

**Time Off.** An eligible employee will be granted bereavement leave as follows:

1. Bereavement leave shall be granted following the death of an immediate family member not to exceed five (5) working days.
  - a. If more than five (5) days is reasonably required to attend the funeral of an immediate family member, after making the necessary arrangements, an employee may take accrued vacation time.
2. Bereavement leave of three (3) days will be granted for any loss of an extended family member, defined as uncle, aunt, cousin, niece, nephew, or any of their spouses. To meet additional needs, an employee may take accrued vacation time.
3. Bereavement leave of one (1) day per calendar year will be granted for the loss of a friend or co-worker. To meet additional needs, an employee may take accrued vacation time.



**Arrangements.** Requests for bereavement leave and statements of the leave duration will be given to the supervisor or the Human Resources Manager as soon as possible after the death. The MSD may require documentation for more than eight (8) hours of bereavement leave utilized. If an employee requests bereavement leave for two different tragedies/events in a calendar year, the employee must provide supporting documentation.

### **Jury And Witness Duty Leave**

**Judicial Proceedings.** The MSD recognizes employees' duty to serve on juries or as witnesses within the judicial system. When a full-time regular employee is summoned to serve on a jury or is required by subpoena to appear as a witness in a case where the employee is not a plaintiff or a defendant, the employee will be paid their full salary or wage during the period in which he/she would normally work, with appropriate documentation. An employee will also be paid their full salary or wage where they are summoned to appear as a witness in a case involving the MSD or for MSD-related matters, and may keep any compensation paid to them for their service as a juror.

**Work Requirements.** Jury duty or witness leave only covers time lost during regular working hours and does not cover after-hours time, weekends, or other times an employee is expected to report to work before and/or after jury duty or appearing as a witness when possible, during the normal working day. An employee on jury duty or called as a witness will be expected to work as much of the regularly scheduled shift as the jury duty or witness schedule permits, to the extent that combined time on jury duty and at work does not exceed eight (8) hours on a given day. Travel time or expenses are not covered for jury duty or witness leave unless the case is MSD related.

**Notification of Supervisor.** An employee who receives notice of jury duty or a subpoena to serve as a witness must notify the employee's supervisor as soon as possible so arrangements can be made to cover the position. If an employee holds a position essential to the operation of the MSD or the employee's absence from work over a prolonged period of time would cause a hardship for the MSD, the supervisor will notify the General Manager or in their absence, the Associate General Manager who may ask the employee to request the court to excuse the employee from serving. If such relief is not granted by the court, the policy outlined herein will remain in effect.

To qualify for jury or witness duty, an employee must submit to their supervisor a copy of the notice of jury duty or witness subpoena as soon as it is received. Additionally, an employee must notify the employee's supervisor when the period of jury or witness duty is completed.

**Parental Leave For Court Appearances.** Employees may request time off to accompany their minor child or ward to a court appearance. Employees are required to notify their manager at least 7 days in advance or within 24 hours of receiving notice of the court hearing. Employees may choose to use approved vacation leave. "Parental leave for Court Appearances" is not a new category of leave.

**Where Employee Is a Party.** Jury duty or witness leave does not apply when an employee appears in court, at arbitration proceedings, or at a deposition in litigation in which the employee is a party. An employee may, with proper advance arrangements, be allowed to take accrued vacation time to attend a deposition, trial, or other legal proceedings in a case in which the employee is a party.

**Employees Who Are Not Full-time.** Employees who are not full-time regular employees will be given time off without pay when required to appear as a witness or to serve as a juror. However, if the employee can adjust their work schedule to accommodate jury or witness duty, the MSD may make the accommodation to their schedule.



**Testifying for the MSD.** An employee who is subpoenaed or otherwise requested or required to testify in a civil or criminal court, in arbitration proceedings, or at a deposition, on behalf of the MSD regarding a work-related event shall be compensated for the time that the employee was scheduled but not able to work for the MSD because of the employee's attendance in court or at the arbitration proceeding or deposition.

### **Military Leave**

The MSD recognizes the obligation of employees to fulfill military duty and training requirements in the United States uniformed services. Military leave is available in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA") and other applicable federal and state laws. Questions regarding military leave should be directed to the Human Resources Manager.

### **Parental Leave Policy**

**Purpose.** The Greater Salt Lake Municipal Service District ("MSD") has established the Greater Salt Lake Municipal Service MSD Personnel Policy and Procedures Manual (P3M) for the benefit of the MSD's workforce. This policy explains the circumstances under which an eligible employee may use parental leave.

**Applicability.** The Parental Leave Policy (PLP) applies to all full-time, non-temporary, benefits-eligible MSD employees.

**General.** The MSD provides various types of paid and unpaid leave for an employee's absence from work for personal and professional reasons. Supporting documentation may be required at any time. Parental leave is distinct from medical leave and vacation leave. While on parental leave, all benefits remain active for the employee.

#### **Policy.**

1. Eligibility - To qualify for parental leave, a benefits-eligible employee must meet all of the following conditions at the time of birth or adoption:
  1. The MSD must have employed the employee in a full-time capacity for the preceding 12 months with no break in employment; and
  2. The employee must have worked at least 1,250 hours during the 12-month period immediately prior to the requested leave date (periods of paid leave, unpaid leave, and leaves of absence do not count toward this requirement);
  3. This benefit may only be utilized once in a rolling year; and
  4. The employee must be taking the leave for:
    - i. the birth of a child and to care for that child; or
    - ii. to care for a newly placed child for adoption with the requesting parent.
2. Employees who are eligible for parental leave are entitled to:
  - a. An eligible parent will receive up to twelve weeks (480 hours) of paid leave.
    - i. this period will run concurrently with and requires the use of the Family and Medical Leave Act period.
    - ii. an agreed upon return-to-work date is required.
  - b. Employees utilizing parental leave are not expected to work; nor is work prohibited. Working while on parental leave is strongly discouraged. However, in an exceptional





- case, if an employee on parental leave is required to attend a work-related activity, and records paid time, that does not violate the requirement that the leave be taken consecutively. Managers / leaders asking employees to work while on parental leave must, in advance, first acquire written approval from the General Manager through Human Resources.
- c. During parental leave, full benefits remain in effect, including leave accrual.
  - d. If an employee on parental leave is required to attend a work-related activity, and records paid time, that does not violate this Policy.
3. Leave Utilization
- a. Parental leave must commence within six months of the child's birth or adoption and must conclude within the first year.
  - b. Employees must provide their supervisor with the forecasted delivery date and their proposed return to work date,
  - c. If an employee seeking to utilize intermittent leave must provide their supervisor with a proposed written plan, and an agreement must be reached prior to the employee starting their absence.
4. Employees will report the pending birth or adoption of a child to their supervisor as soon as practicable.
5. The MSD's General Manager, or in their absence the Associate General Manager, is responsible for approving parental leave requests and shall require documentation verifying the birth or adoption prior to consideration for approval.
6. Employees who utilize Parental Leave may be contacted by their supervisor to "check-in" or in the case of an emergency.
7. Employees are prohibited from secondary work (working outside of the MSD) while utilizing parental leave. Exceptions may be considered on a case-by-case basis.
8. Any alleged violations will be thoroughly investigated and addressed. Violation of this Policy may subject the employee to the possibility of disciplinary action up through and including termination.
9. Due to the generous nature of the PLP, employees who participate in the PLP and are terminated for cause or voluntarily separate from the MSD must refund a prorated portion of their vacation leave for PLP used in the preceding 12-month period.
- a. All vacation leave earned after January 22, 2026, is subject to this policy. Leave is used on a First In, First Out (FIFO) basis; one's leave is used in the sequence it was earned.
  - b. The MSD retains the right to recover up to 200 hours of vacation leave.
  - c. During the year after the conclusion of PLP utilization, the MSD recovers leave at a prorated rate. Leave recovery determination:
    - (i) If the employee leaves the MSD within 90 days of completing PLP use, the MSD will recover 200 hours of vacation leave.
    - (ii) If the employee leaves the MSD within 180 days of completing PLP use, the



- MSD will recover 150 hours of vacation leave.
- (iii) If the employee leaves the MSD within 270 days of completing PLP use, the MSD will recover 100 hours of vacation leave.
  - (iv) If the employee leaves the MSD within 365 days of completing PLP use, the MSD will recover 50 hours of vacation leave.
  - (v) If the employee leaves the MSD after 365 days of completing PLP use, the MSD will recover zero hours of vacation leave.

### **Compliance.**

1. This policy complies with all applicable laws. This policy is subject to change at any time to maintain compliance.
2. Notice: Although the MSD desires to openly communicate with employees and provide advance notice of proposed changes, such changes may be made without prior notice to the affected employee(s), as with this policy's adoption, when deemed necessary or otherwise appropriate for the efficient operation of the MSD.

### **Education and Training Leave**

**MSD Required Training.** If the MSD requires an employee to participate in a designated education or other training course, regular wages or salary will apply. MSD employees will be reimbursed for necessary costs, including tuition and books, for any course or other MSD-directed training. Please refer to the Employee Travel Section for travel policy related to MSD-required training or education.

**Educational Reimbursement Program.** If an employee chooses to improve or increase their skills, the MSD is not obligated to pay for materials, tests, travel, or for the employee's time. However, it does offer reimbursement under limited circumstances; see the full Educational Reimbursement Program, below on page 115.

### **Leave of Absence**

**Policy.** The MSD is subject to the 1993 Federal Family and Medical Leave Act (FMLA). FMLA allows an employee up to 12 weeks of unpaid medically related leave each year. The MSD also provides very limited opportunities for an unpaid Leave of Absence (LOA).

**LOA Eligibility.** To be considered for an LOA, a benefits-eligible employee must meet all of the following conditions:

1. The MSD must have employed the employee in a full-time capacity for the preceding 12 months with no break in employment; and
2. The employee must have worked at least 1,250 hours during the 12-month period immediately prior to the requested leave date (periods of paid leave, unpaid leave, and leaves of absence do not count toward this requirement);
3. This benefit may only be utilized once in a rolling year.

**Leave of Absence (LOA).** LOAs were previously referred to as "extended unpaid personal leave" for situations not covered elsewhere. LOAs are generally prohibited. However, in extreme cases, it may be approved by the MSD's General Manager. An approved LOA constitutes a promise of continued employment. Effective November 3, 2024, the MSD will use the 12-month rolling period, measured forward for both FMLA and LOAs. LOAs will not exceed six (6) months.



LOAs shall not be regarded as an acquired right by employees and shall be granted only when the MSD is not adversely affected. Approved LOAs must be requested and approved in writing. An LOA may be utilized for illness, injury, and other very limited reasons.

**Leave of Absence Approval.** Only the General Manager or in their absence, the Associate General Manager may approve a leave of absence. LOA may be granted at the sole discretion of the MSD's General Manager in consultation with Human Resources and the employee's immediate supervisor.

**Request Required.** An employee who intends to take a LOA must use all vacation and sick leave to be eligible and submit a written request for a LOA. The LOA request will be sent to their supervisor, Human Resources, and the General Manager, or in their absence, the Associate General Manager, as far in advance of the anticipated leave date as possible.

If the absence is due to an emergency, the employee or a member of the employee's immediate family or personal representative must inform the supervisor within two (2) business days to avoid a no-show termination. That notice must be followed by a written leave request, normally submitted within three (3) additional days.

All leave requests based upon a medical need must be accompanied by an appropriate certification from the attending physician, indicating the condition necessitating the leave request and the projected date of return to work. If the leave request is granted, the employee must provide additional physician's statements to the MSD at least once every thirty (30) days, or more frequently if requested, attesting to the employee's inability to work. The employee may also be required to provide the MSD access to the employee's medical records or to submit to an examination at any time by a physician designated by the MSD.

**Medical Clearance.** At the time of reinstatement following an unpaid leave of absence due to an employee's health condition, the employee must present a medical clearance from the attending physician to Human Resources.

**Other Employment Generally Prohibited.** If an employee accepts other employment while on an unpaid leave of absence without first having obtained the written consent of the General Manager or in their absence, the Associate General Manager, the MSD will consider that the individual has resigned from MSD employment effective as of the first day of leave taken by the employee.

**Termination of Leave.** A leave of absence without pay granted to an employee may be terminated prior to the expiration date by the supervisor with the consent of the General Manager or in their absence, the Associate General Manager. Failure of an employee to report for duty (if a position is available) promptly at the expiration or termination of their leave or violation of the written agreement entered by the employee, shall be cause for termination of employment and MSD benefits.

**Filling the Temporary Vacancy.** Positions temporarily vacated by granting unpaid leaves of absence may be filled on a temporary or permanent basis. If a temporary replacement is hired and the employee on leave violates the terms of the leave or fails to comply with a request by Human Resources to return to work, the MSD may grant full-time status to the temporary employee or recruit a new candidate.

**Benefits.** Except as otherwise specifically provided in this subsection, no benefits will accrue while an employee is on an approved extended unpaid leave of absence (i.e., vacation or sick leave accrual, insurance provided by the MSD, etc.). Where the unpaid leave of absence is



expected to last 30 or fewer consecutive days, and for FMLA leave, and/or short-term disability when sick and vacation leave are not exhausted, the MSD may, in its discretion, continue the employee's health insurance coverage. However, if the MSD will not pay 100% of the premium cost of health insurance for its employee's portion, the employee will be required to continue to pay the employee's portion of the premium, via payroll deduction or prepayment. Unless the MSD continues to provide health insurance coverage as provided in the immediately preceding sentence, if "COBRA" health insurance coverage is available to an employee during an unpaid leave of absence, and the employee desires continuing health insurance coverage, the employee will be expected to make the appropriate arrangements and to make all required premium payments. Where COBRA coverage is not available, with the consent of the insurance carrier (if required), employees desiring to continue health insurance coverage while on an unpaid leave of absence may receive health care coverage by making arrangements to pay the entire premium during the leave period and by making timely premium payments. When absent from work due to unpaid leave or disability status, accrual of time-in-service in the Utah Retirement System may be reduced or cease if an employee has less than 20 hours per week (weekly average during a two-week pay period) of combined regular, sick and vacation hours during the period of their absence.

**Re-employment Not Guaranteed.** Unless applicable federal, state, or local law requires otherwise, reinstatement cannot be guaranteed to any employee returning from an extended unpaid leave defined as 30 or more consecutive days. However, the MSD endeavors to place employees returning from approved extended unpaid leave in their former position or a position comparable in status and pay if a position exists. Employees who desire to return to work for the MSD after having been granted an extended unpaid leave of absence must apply for reinstatement prior to the end of the leave of absence and, unless applicable law requires otherwise, in no event later than six (6) months from the date that the extended leave was granted. Upon being rehired at an equal or comparable position, an employee will be restored to their level of seniority, time-in-service, and the pay grade that had been achieved prior to the extended leave of absence, unless the employee is rehired at a higher or lower grade level, in which case the employee will be assigned a pay grade and time-in-service which is appropriate for the new position.



## GROUP HEALTH AND BENEFITS

### Employee Benefits

The MSD has established a variety of employee benefit programs designed to assist employees and eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help employees plan for retirement and enhance job-related skills. Group health and life insurance is furnished, and available retirement benefits may be described more fully in summary plan description booklets provided to employees during their orientation period. Benefits are not guaranteed and are subject to change at any time based on the MSD's assessment of all available options. Benefits are limited to permanent full-time employees who work at least 30 hours a week. Part-time employees who transitioned directly from full-time (with no break in employment) may also be eligible for some benefits. Benefits are not provided to temporary, intern, seasonal, or traditional part-time employees. Benefit descriptions in this manual are summaries only. The applicable plan documents, insurance contracts, and URS statutes govern, and in any conflict between this manual and those documents, the governing documents control.

**Social Security.** MSD employees automatically participate in the federal Social Security plan. The MSD matches the employee contribution. Social Security benefits and rules change over time. Refer to the Social Security Administration website for information on current policies and benefits.

**Utah Retirement Systems.** The MSD is a member of the Utah Retirement Systems ("URS"). Participation in the plan is mandatory for all qualified employees. Qualified employees are all full-time regular employees who work an average of 30 hours per week or more on an annual basis or part-time employees with any benefits. Provisions of this plan are governed by Utah State Law. The MSD pays contributions to the URS, as required of employers, at the current system rates. The MSD may continue to pay the employer-required URS contributions while an employee is on short-term disability if sick and vacation leave are not exhausted and the leave use meets the requirements outlined in the URS Employer Guide.

As noted above, effective July 1, 2024, Utah requires all Utah Retirement System (URS) Tier 2 (Hybrid Fund 111, defined benefit) employees to contribute to their salaries. Effective July 1, 2025, the rate is .81% to URS, the employer contribution is subject to change. Tier 1 (Fund 15) and Tier 2 (Fund 211, defined contribution) are not impacted by this change.

Changes to an employee's URS benefits generally lag two paychecks after the employee makes a change(s) to their benefits in the URS system.

**Insurance Coverage for Leave Without Pay.** Any employee who is on leave without pay for a period of 30 or more consecutive calendar days may be permitted to continue coverage under the group insurance program if permitted under the terms of the program and if the employee pays the total premium required to maintain coverage for the duration of the absence.

**Insurance Coverage for Retirement, Separation, or Termination.** Insurance coverage continues through the end of the month when retirement, separation, or termination occurs. For example, an employee who resigns on June 2 will be covered through June 30.

**Use of Leave.** For the purposes of STD, the Utah Retirement System (URS) requires an employee to be in a "paid status" utilizing vacation or sick leave of at least 20 hours each week to maintain full accrual time in service (progress toward retirement) otherwise, this accrual is reduced and prorated until the employee returns to work for more than 20 hours per week average during a given pay period.

### **Short-Term Disability Benefits (STD)**

Disability Insurance provides benefits that replace part of one's lost income when one becomes unable to work due to a covered medical procedure, injury, or illness. The short-term weekly benefit amount is 60% of one's salary with a weekly maximum of \$1,500.00 (unless otherwise indicated in the current insurance policy), for a maximum benefit duration of 12-weeks. This 12-week period begins after the eighth day of the disability. An employee has the option to use their sick and vacation time to replace part or all of their lost income.

The MSD's STD provider caps pay at 100% of one's normal pay. In other words, an employee utilizing STD, seeking to continue acquiring accrual time (toward retirement benefits) must use 20 hours a week of their leave time in concert with 50% compensation from STD. Employees considering utilizing STD are strongly encouraged to contact Human Resources and the MSD's STD provider. STD is taxable.

### **Long-Term Disability Benefits (LTD)**

Disability Insurance provides benefits that replace part of your lost income when one becomes unable to work due to a covered medical procedure, injury, or illness. The maximum benefit is age 65 or retirement with Utah Retirement Services (URS). LTD provides up to two-thirds (2/3) of one's salary on the date of injury; there is no cap on the weekly pay. The maximum duration of this benefit is case-specific, based on disability, date of recovery, years of service, and age. LTD benefits are offset dollar-for-dollar by any leave utilized during the period of LTD eligibility. The waiting period for long-term disability is three months.

LTD is administered by Principal. This PEHP benefit begins the first day of the month closest to the date of disability. This date is rounded as explained below:

1. For disabilities that occur between the 1st and 15th of the month the benefit begins the 1st day of the third month.
2. For disabilities that occur between the 16th and 31st of the month the benefit begins the 1st day of the fourth month.

Employees may also use sick or vacation leave to ensure they are reporting at least 20 hours per week to the Utah Retirement System to ensure that their time-in-service accrual is not impacted. Less than 20 hours per week (weekly average over a two-week pay period) may result in prorated or reduced time in service accrual.

Employees considering utilizing LTD are strongly encouraged to contact Human Resources and Principal as soon as possible at 800-986-3343. LTD is taxable, and PEHP will provide individuals with a separate W-2 for tax purposes.

### **Vanpool**

Budget dependent, the MSD offers a vanpool service which is managed by SLCo through the MSD's Human Resources, the MSD pays 80% of the cost of the vanpool, the employee pays 20%. Due to the costs, employees must utilize the vanpool on average at least twice a week, or this benefit will be terminated. For example, employees who seek to utilize the vanpool during winter are welcome to enroll in the program only during that period and then disenroll.



### **Worker's Compensation Coverage (WCC)**

**Insurance.** Accidental injuries or occupational diseases arising out of or in the course of an employee's employment with the MSD are covered by the WCC insurance provider. The insurance coverage, subject to state and federal law, pays the following benefits:

1. Medical and drug bills.
2. Allowance for lost time from work.
3. Permanent loss of body function at predetermined rates for each part of the body by percentage of disability.
4. At death, a funeral allowance benefit and weekly allowance to the surviving spouse and/or dependents up to a period defined by law.
5. May pay for a portion of the decrease in earning capacity created by a job-related injury or disease.

**Accident Reports.** Employees are required to report all job-related accidents or injuries immediately, no matter how slight, to their supervisor and Human Resources. An employee claiming to have suffered an accident or injury who fails to give notice of the nature, extent, and location of the accident or injury within 48 hours of the occurrence might bar any right to workers' compensation.

**Exclusive.** Injuries or diseases covered under worker's compensation are not covered by the MSD's medical and health insurance.

**Unemployment Insurance.** The MSD, through the Department of Workforce Services and based upon the employment of the employee and state and federal law, offers unemployment compensation benefits.

## **Board of Trustees Appointed Official Utah Retirement System (URS) Policy**

**Purpose.** This policy provides guidance for the Greater Salt Lake Municipal Services District's (the "MSD") appointed officials serving on the Board of Trustees in determining eligibility for the Utah Retirement System (URS). In accordance with URS guidelines, the MSD codifies its longstanding practice for all its Board of Trustees members. The MSD's appointed trustees generally remain ineligible for Utah Retirement System (URS) benefits.

### **References.**

Utah Code § 49-12-102  
Utah Code § 49-13-102  
Utah Code § 49-22-102

**Applicability.** This policy applies to all appointed officials who serve in a part-time capacity on the MSD's Board of Trustees.

### **Definitions.**

**Tier 1 appointed officials (Tier 1).** This appointed official **status** is solely determined by an official's service credit start date, which must be on or before June 30, 2011. URS **Tier 1 Eligibility** is solely determined by a minimum earning requirement. The minimum earning requirement, effective February 1, 2025 is \$1,328 per month. Those making less than the minimum earning requirement are prohibited from receiving URS contributions. This number is subject to change each year as determined by Utah's legislature.

**Tier 2 appointed officials (Tier 2).** This appointed official **status** is solely determined by an official's service credit start date, which is on or after July 1, 2011. **Eligibility** is determined by the MSD's policy as explained below.

**Title 49, post-retiree.** In accordance with Title 49 of the Utah Code, post-retiree appointed Trustees are ineligible for URS benefits because they are receiving a retirement benefit.

**MSD Appointed Official Tier 2 URS Eligibility Policy.** Tier 2 appointed officials serving on the MSD's Board of Trustees are ineligible for URS benefits.

### **Compliance.**

**Severability.** This policy shall be severable, and if any provision thereof or application of such provision under any circumstances is held to be invalid, it shall not affect any other provision of this policy or its application in different circumstances.



## **TRANSFER, PROMOTION, OR DEMOTION**

**Purpose.** To outline the MSD's policy regarding employee transfer, promotion, or demotion.

**Policy.** The MSD encourages, to the fullest extent possible, transferring and promoting qualified employees when it is to the mutual advantage of the employee and the MSD. It is also recognized that in working relationships, there may be difficulties with supervision, working conditions, or personality conflicts, and a transfer might be the best solution. A transfer is a change in an assignment in which the employee moves from one job to another within the same pay level and may be within the same department or another department. A promotion is an upward assignment of a job, usually accompanied by a move to a higher pay scale. At times, moving an employee from one position requiring a certain skill level, effort, and responsibility to a position assigned to a different job title and lower pay grade requires a lesser degree of skill, effort, or responsibility. Demotions are a downward job reassignment; depending upon the circumstances leading to the demotion, the transition may be voluntary or involuntary.

**Transfer.** When an employee transfers from one position in a pay grade to another position within the same pay grade, the employee's rate of pay may remain unchanged, unless otherwise established by the General Manager or in their absence, the Associate General Manager, after Human Resource's review.

1. In some cases, a position will grow in scope to maintain relevance within the MSD. The position may be renamed and may be reclassified to more appropriately reflect the organization's current operations. When this occurs, a fully qualified incumbent is presumed to fill the new position and will be offered the opportunity to fill the new role.

**Promotion.** A promotion is the selection of an employee to another position that involves duties and responsibilities of a more complex or demanding nature and is recognized by a higher pay grade and salary. Promotional opportunities may be advertised internally for a period of no less than one (1) business day(s). When an employee is promoted, the employee's rate of pay will be determined as follows:

1. If the salary received in the previous position is below the minimum rate for the new position to which the employee is promoted, the employee's rate of pay may be increased at least to the minimum rate for the new position.
2. If the salary received in the previous position is higher than the minimum rate for the new grade to which the employee is promoted, the employee's rate of pay may be determined by the General Manager or in their absence, the Associate General Manager after Human Resource's review, but may not be lower than the employee's current salary.
3. All adjustments to an employee's wages may become effective at the start of the pay period during which the effective date of the promotion occurs, unless otherwise established by the General Manager or in their absence, the Associate General Manager.

**Demotion.** A demotion may be considered when an employee is unable to perform their job satisfactorily in their current position. Supervisors must take appropriate corrective measures in writing that reflect their attempts to correct and improve the employee's performance issue(s). In all cases, the situation will be discussed with the employee by their supervisor and Human Resources before any action is taken. The supervisor and Human Resources may recommend involuntary demotion for an employee for inefficient work performance, disciplinary reasons, or other just cause. Occasions may arise in which a discussion among the employee, supervisor, and Human Resources would be in the best interests of the MSD and the employee rather than





an involuntary demotion. When an employee is demoted, the employee's rate of pay will be determined as follows:

1. If the current salary received in the prior position falls within the pay range for the new position to which the employee is demoted, the employee's pay rate may not change.
2. If the salary received in the prior position is greater than the maximum for the new position to which an employee is demoted, the salary may be reduced to at most the maximum rate for the new position.
3. If an employee is promoted or receives a pay increase due to increased responsibilities and then fails to perform, they are subject to transfer or demotion. The loss of responsibility or demotion will result in a decrease in pay, back to the previous pay, and their title may be adjusted to that position.

Transfers, promotions, and demotions are generally aligned to the start of a pay period. All adjustments to an employee's wages may take effect at the start of the pay period in which the promotion's effective date occurs, unless otherwise established by the General Manager or, in their absence, the Associate General Manager.



## **MSD TECHNOLOGY AND BRING YOUR OWN DEVICE (BYOD) POLICY**

### **Important Mandatory Notices**

#### **Personal Computing Devices**

Utilizing personal computing devices (laptops, desktops, tablets, or peripherals) for MSD business is strictly prohibited. As an exception to policy, staff may request permission to use their own device. Approval requires the General Manager's written approval. Absent this written approval, personal computing devices may not be used to access, store, or process MSD data or systems. The employee sacrifices any expectation of privacy on their personal device if it is utilized for MSD business. However, this does not infringe on Utah Code, Sec. 34A-5-112, which protects public employee speech both in the workplace and outside the workplace in certain situations.

#### **Mobile Phones — Options And Grama Implications**

If an employee uses their personal phone for MSD business, that device is subject to GRAMA records requests and legal discovery. One may be required to surrender the device to the IT Department and/or Legal Counsel for an unknown period for imaging and request fulfillment. The MSD is under no obligation to provide a temporary replacement.

Employees may use their own mobile phone for MSD email/Multi-Factor Authentication (MFA), or you may request an MSD-issued phone through the IT Department. MSD will not supply software licenses or subscriptions to make a personal device function within MSD guidelines.

### **General Guidelines**

**Purpose and Authority.** This consolidated policy establishes standards for the ownership, use, security, and management of MSD Technology Systems and Equipment (MTSE) and clarifies the limited circumstances under which personal mobile phones may be used for MSD business. It aligns with Utah Code § 63G-2 (GRAMA), Utah Code § 13-44, and applicable procurement and cybersecurity guidance.

#### **Scope.**

- All full-time, part-time, and temporary employees; interns; and contractors.
- All MSD-owned or managed devices, systems, and software.
- Personal mobile phones used to access MSD resources (email, calendar, MFA).
- Personal computing devices (laptops, desktops, tablets, peripherals) are prohibited unless the mandatory written approvals are obtained.

**Property Ownership, Privacy and Monitoring.** MSD technology equipment and accounts are MSD property. Employees have no expectation of privacy when using MSD systems. Use and communications may be monitored, accessed, disclosed, and preserved to conduct MSD business or as required by law. This applies to personal devices being utilized for MSD business.

**Acceptable and Prohibited Use.** Employees must use MTSE primarily for legitimate MSD business and comply with all policies. The following lists provide examples (not exhaustive).

#### **Acceptable Use — Examples:**

- Accessing email, Teams/SharePoint, line-of-business apps, and approved SaaS to perform job duties.
- Storing work products in approved repositories (SharePoint, Teams project sites, or Egnyte for



Engineering).

- Limited personal use during breaks (e.g., brief web browsing) that does not interfere with work, consume excessive resources, or violate policy/law.
- Using only IT-approved hardware/software and keeping devices up to date with security patches.
- Reporting phishing, lost/stolen devices, or suspected incidents to IT immediately.

**Prohibited Use — Examples:**

- Engaging in illegal activities or attempting to circumvent security (e.g., password cracking, packet sniffers, unauthorized penetration testing).
- Accessing, viewing, or transmitting sexually explicit, hateful, or otherwise offensive material unrelated to MSD business.
- Piracy, copyright infringement, or use of unlicensed software; downloading software without IT approval.
- Operating personal commercial ventures, solicitation, or mass non-business mailings (chain letters, spam).
- Bypassing, disabling, or attempting to evade content filters, MFA, Mobile Device Management (MDM) or other security controls.
- Sharing credentials; permitting non-employees to use MSD systems; or accessing data/systems without authorization.
- Installing hardware/software or connecting unmanaged devices without IT approval (shadow IT).
- Storing MSD data on unapproved locations or personal cloud/email accounts; forwarding MSD email externally.
- Neglecting physical security of devices (e.g., leaving laptops/phones unattended or unsecured).
- Excessive personal use during work hours that interferes with job duties or network performance.

**Hardware, Software and Licensing.** All software purchases, regardless of funding source or department, require the IT Director's prior written approval. This requirement applies under all circumstances; including grant-funded, departmental, or external purchases; to ensure security, license compliance, and integration with MSD systems. Software may not be procured, subscribed to, or downloaded without the IT Director's explicit written authorization. Any pre-existing or ongoing hardware and software use that has not received such written approval are not grandfathered under this policy and must immediately proceed through the formal IT approval and procurement process. Failure to obtain prior authorization may result in removal of the software, revocation of access, and potential disciplinary action.

Only IT may install software on MSD devices; "shadow IT" is prohibited.

Open-source and SaaS solutions require security and licensing review.

MSD-owned software may not be installed on personal devices.

- Use of Artificial Intelligence (AI) products policy is found in the Greater Salt Lake Municipal Services District Technology Policy Handbook.



### **Passwords and Security Controls.**

- Use strong passwords and MFA wherever available; do not share passwords or transmit them via email.
- Lock all device screens when unattended; ensure device encryption and automatic updates are enabled.
- Store sensitive data only on approved, encrypted systems and repositories.

**Email & Electronic Communications.** Forwarding MSD email to any outside (non-MSD) email account or system is strictly prohibited.

- Employees may not use external email providers (such as Gmail, Yahoo, iCloud, or others) to send, receive, or store MSD communications or attachments under any circumstances. All MSD-related correspondence must remain within the MSD-managed Microsoft 365 email system.
- Use professional tone and content; email may constitute a public record under GRAMA.
- Avoid sending sensitive information via email; use secure channels approved by IT.

### **File and Data Storage.**

- All user-created files not stored within a sanctioned SaaS product (e.g., CityWorks, ESRI) must be stored in Microsoft SharePoint sites or Microsoft Teams Project sites. This requirement includes working copies and drafts.
- SharePoint Sites and Teams Project Sites are the authoritative repositories for documents, spreadsheets, presentations, media, and project files not natively housed in a sanctioned SaaS.
- Teams Project Sites must include security groups or permissions that provide access for: the Department Director, the IT Director, the Assistant General Manager, and the General Manager.
- Final copies of documents may be required to be forwarded to the Recorder for storage and retention per the approved retention schedule.
- The Engineering team may utilize Egnyte 'drive shares' for enhanced AutoCAD and design-tool integration. Engineering must still ensure finalized deliverables are linked or referenced from the appropriate SharePoint/Teams locations for discoverability and records management.
- Storing MSD data on personal cloud services, local hard drives without backup, USB sticks, or unapproved repositories is prohibited.
- Project owners are responsible for maintaining appropriate folder structures, permissions, and metadata; IT may audit for compliance.
- Hybrid Work, Remote Work, and Mobile Devices. Hybrid work and remote work are requested in accordance with the Hybrid Work Policy. The MSD provides staff with in-office equipment. Employees are required to purchase their own hybrid work, peripheral equipment (everything except for the laptop), except as required by law. Employees will comply with all relevant MSD policies and procedures.
- Mobile devices accessing MSD resources must be enrolled in MDM, support encryption and remote wipe, and use MFA.
- Do not connect to untrusted public Wi-Fi without IT-approved protections (e.g., VPN).



## **BYOD — Mobile Phones Only**

- Personal laptops, desktops, and tablets may not be used for MSD business. Personal mobile phones may be used only for approved access (e.g., Outlook, Teams, MFA) and must meet IT security requirements, including MDM enrollment, encryption, biometric/strong passcode, and auto-lock. Rooted/jail-broken devices are prohibited.
- Organizational data on personal phones is subject to audit, selective remote wipe, and disclosure for GRAMA/legal discovery.
- Report loss, unauthorized access or theft immediately; BYOD access may be revoked for non-compliance or upon separation.
- Utilizing a personal device for MSD business may forfeit all expectations of privacy in accordance with relevant laws and regulations.

### **GRAMA and Legal Discovery Implications.**

If using a personal phone for MSD business, the device and its MSD-related contents may be subject to GRAMA requests and legal discovery. You may be required to surrender the device for imaging and records fulfillment. Failure to comply may result in disciplinary action up through and including termination and may separately involve legal action.

**Support Boundaries for Personal Devices.** IT will not troubleshoot, repair, or configure personal devices and will not provide licenses/subscriptions for personal devices, even after usage has been approved. Employees are solely responsible for the operation and backup of any personal device used for approved access.

**Procurement and Software Management.** All software acquisitions must follow Utah procurement requirements and MSD purchasing procedures. IT maintains centralized license records, performs periodic audits, and enforces patching and end-of-support decommissioning. Data Security Agreements and vendor risk assessments are required for cloud/SaaS solutions.

**Return, Transfer, and Disposal.** Upon separation or role change, employees must return MSD equipment within three (3) business days in working order (do not sanitize). Devices will be sanitized by IT per NIST 800-88; e-waste disposal follows Utah DEQ standards.

**Violations and Enforcement.** Policy violations may result in access restrictions, revocation, disciplinary action up to and including termination, and legal referral if warranted.

**Annual device approval.** Each device requires annual approval through the IT Director, with final approval by the General Manager. The IT department manages this process.

### **Acknowledgement of Receipt and Agreement.**

I acknowledge that I have received, read, and understand the MSD Technology and BYOD Policy and agree to comply.

I understand that no personal hardware or software are grandfathered under this policy. Any use of personal computing devices (laptops, desktops, tablets, peripherals) is prohibited without the required written acknowledgements from my Department Director, the IT Director, and the General Manager. I further understand that approvals must be obtained in advance and renewed as directed by IT, and that the MSD and IT will not provide support or licenses for personal devices.



## **Storage And Retention Of Records**

Storage and retention schedules follow the Utah Municipal General Records Retention Schedule (the "Retention Schedule"). The Retention Schedule are policies created and maintained by the Utah State Archives that describe a group of like records and specifies the amount of time that the MSD must maintain records before their disposition.

Electronic records generated or received on the MSD systems may be public records and may be subject to public inspection. This includes, but is not limited to:

1. Written or printed communications;
2. E-mails;
3. Any electronic devices that provide written communications (company-issued phones, iPads, etc.);
4. Social media;
5. Deleted files;
6. Data on personal devices used for MSD business; and,
7. MSD's computer systems.

Public requests for electronic records will be handled in compliance with the Government Records Access and Management Act (GRAMA). Employees are also required to adhere to the MSD's separate Record Access and Management Policies and Procedures.

All questions should be directed to the appropriate Clerk and Recorder.



## GUIDELINES FOR APPROPRIATE CONDUCT

### Responsibilities

As an integral member of the MSD team, each employee is expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and always exhibit a high degree of personal integrity. This not only involves sincere respect for the rights and feelings of others, but also requires that, both in the employee's business and personal life, the employee refrain from any behavior that might be harmful to the employee, co-workers, and/or the MSD, or that might be viewed unfavorably by the public.

**Professionalism.** The MSD is a professional organization whose employees are expected to adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with their supervisors, co-workers, and the public.

**Work Dress.** See the MSD's dress code policy on page 103. Discretion in style of dress and behavior is essential to the safe, efficient operation of the MSD. Employees are, therefore, required to dress in appropriate business casual or work attire. Employees are expected to use good judgment in choosing work clothes and to always conduct themselves in a way that best represents themselves and the MSD. It is against the MSD's policy to wear immodest or unprofessional clothing. Employees shall avoid clothing that is derogatory to any person or group, race or religion, or contains sexual images or language, advertisements or messages that conflict with this policy, profanity or promotes a political campaign or agenda. When possible and appropriate, management will attempt first to warn or coach an employee when inappropriate dress is noticed, but subsequent or repeated violations may be subject to disciplinary action. In cases of serious violation where a correction cannot be made on-site, the employee may be sent home without pay to correct the violation before returning to work.

When in the field, employees will wear appropriate clothing that provides protection such as personal protective equipment, for example, specialized work boots, protective headgear, high visibility vests, and long pants. Employees will take personal protective equipment (PPE) to field sites. Employees will comply with all site requirements.

**Work Areas.** Employees are required to keep their work environments clean and/orderly; this includes vehicles assigned to employees or checked out by employees. Before departing in the evening, employees will secure all files and cabinets, especially materials of a sensitive or confidential nature. Employees should remove perishable food items from the MSD's refrigerators at the end of the work week.

**Attendance.** The MSD expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illness and injuries may occur, the MSD has established a sick leave plan to compensate full-time regular employees for certain time lost for legitimate medical reasons. (Please consult the appropriate sections of this manual for information regarding these benefits.)

**Be Respectful.** Employees should be fair, courteous, and respectful to fellow employees, citizens, suppliers, contractors, or people who work on behalf of the MSD.





**Examples of Inappropriate Conduct.** Employees who engage in any of the following types of behavior may be subject to disciplinary action, up to and including immediate termination. These examples apply only to conduct that has a direct and job-related impact on the workplace. This policy shall not be applied in a manner that infringes on employees' constitutional rights or lawful off-duty conduct. This list is not exhaustive or intended to identify every type of inappropriate or unacceptable conduct for which correction or disciplinary action may be taken:

1. Refusing or failing to comply with a reasonable work request or to follow the written or oral instruction of an MSD supervisor;
2. Engaging in other acts or insubordination;
3. Sleeping while on duty;
4. Being convicted of a felony;
5. Engaging in the use, possession, or distribution of pornographic or other obscene or sexually explicit materials while on MSD property or while on duty as an MSD employee;
6. Engaging in conduct that may endanger the safety of other employees or the public;
7. Inducing or attempting to induce any MSD employee to commit an act that violates any MSD rule, regulation, policy, or directive;
8. Performing job duties in an incompetent, inefficient, or unsatisfactory manner;
9. Damaging, defacing, destroying, wasting, or abusing property belonging to the MSD, another employee, a vendor, a customer, contractor, or any other person or entity;
10. Stealing or engaging in the unauthorized taking or use of MSD money or property or the money or property of a co-worker, vendor, customer, contractor, or other person or entity;
11. Falsifying, or making material omissions in statements to other employees, supervisors, or management or on employment applications, personnel records, time records, or other MSD documents or records;
12. Fighting with a co-worker, vendor, customer, or contractor, fighting on MSD property, or using obscene, abusive, or threatening language or gestures;
13. Using, threatening, or attempting to use personal or political influence to secure preferential treatment, special favors, or consideration as an MSD employee, or soliciting or accepting gratuities from customers, contractors, or vendors;
14. Using or being under the influence of intoxicants or non-prescription drugs while on duty or on MSD property, or otherwise violating the MSD's drug and alcohol policy;
15. Possession of or using a weapon or firearm in violation of state law, or explosive material or device of any kind while on duty, in the workplace, on MSD business, or on MSD property provided; however, that security personnel who are expressly authorized by the MSD to carry a firearm in the course of their duties shall be permitted to do so;
16. Entering or recording time or other information on another employee's time record without authority. Under unique circumstances, supervisors may alter a subordinate's timecard, but only to reflect the correct number of hours worked by an employee or as approved elsewhere in this manual. Supervisors who seek to alter a timecard must first email the employee and the Human Resources Manager, stating the actual changes and the reason for the changes. Supervisors are encouraged to wait until the employee concurs via email with the requested change before changing the timecard.



Supervisors are prohibited from altering a timecard in any way that misrepresents the actual number of hours worked by an employee, e.g., reducing the number of hours worked to avoid overtime pay.

17. Failing to abide by occupational health and safety guidelines or common safety practices;
18. Failing to treat a co-worker, vendor, contractor or customer with courtesy and respect;
19. Violating the MSD's policies regarding discrimination, sexual harassment, or other forms of harassment, making sexual advances, lewd comments or electronic transmissions to a vendor, contractor, customer, or other person;
20. Failing to get along, cooperate, or work harmoniously with other employees, supervisors, managers, customers, vendors, contractors, or the public, or creating discord or lack of harmony in the workplace;
21. Failing to maintain the confidentiality of the MSD, customer, contractor, or a client's information as allowed by GRAMA; this includes misuse of DMV data accessible by certain employees;
22. Failing to maintain the confidentiality of the protected data provided by other governmental agencies;
23. Establishing a trend of or having excessive absenteeism and/or tardiness;
24. Engaging in horseplay, practical jokes, or other unsafe or disruptive activities in the workplace;
25. Using profane, abusive, or offensive language toward, or in the presence of, MSD officials, managers, supervisors, employees, vendors, customers, contractors or other persons;
26. Failing to report to work when scheduled without notifying the supervisor or General Manager in advance, unless it was impossible to give such advance notice;
27. Being inattentive to work, failing to start work at the designated time, quitting work early, or leaving the job during working hours without prior authorization from the supervisor, department head, or general manager;
28. Soliciting or collecting donations or contributions while on duty or while on the MSD's premises without written authorization;
29. Distributing written or printed literature or circulating a petition while on duty or while on the MSD's premises without written authorization;
30. Neglecting work or abandoning duties;
31. Engaging in immoral or indecent conduct;
32. Knowingly making false statements or engaging in dishonest acts or conduct;
33. Failing to comply with established MSD rules, regulations, policies, or procedures;
34. Engaging in the unauthorized, negligent, or careless use of MSD equipment or materials;
35. Operating an MSD vehicle without the proper training, license, or insurance, or allowing non-MSD officials or non-employees to operate an MSD vehicle;
36. Failing to notify a supervisor of traffic violations, if required;



37. Working unauthorized overtime hours;
38. Being involved in the creation, publication, or dissemination of any derogatory, demeaning, defamatory, or threatening communication, either written or oral
39. Conducting personal business on MSD time;
40. Engaging in intimidating, coercive, abusive, rude, disrespectful, harassing, or threatening conduct or language toward managers, supervisors, other employees, vendors, contractors, customers, or any other person;
41. Repeatedly being unavailable to work the employee's regularly scheduled shift;
42. Gambling on MSD property or with MSD resources;
43. Abusing or violating the MSD's policy relating to vacation, sick, holiday, family and medical, bereavement, jury duty, and military leave, or any other MSD-provided benefits;
44. Smoking or otherwise using tobacco or marijuana, including chewing tobacco and e-cigarettes (including vaping) in unauthorized areas or at unauthorized times;
45. Engaging in outside employment or an outside activity that creates a conflict of interest or adversely affects performance.
46. Excessive, unnecessary, or unauthorized use of MSD supplies or other MSD property, particularly for personal purposes;
47. Violating any federal, state, or local law, rule or regulation;
48. Engaging in any illegal, unethical, abusive, or unsafe act; or
49. Improper use of the MSD Technology Systems and Equipment (MTSE), (for example, accessing pornographic websites).
50. Yelling at people, unless due to an emergency or safety concern.

## **Corrective Action, Discipline, and Termination Process**

**General Policy and Applicability to At-Will Versus Merit Employees.** At-will employees and Merit employees will be treated as two distinct categories of employees. This section does not alter that relationship for the purposes of Corrective Action, Discipline, and Termination. The MSD seeks to use a progressive disciplinary model when appropriate for employees in both employment categories.

Although the MSD seeks to use progressive discipline principles to address workplace concerns, the MSD reserves the right to initiate corrective action or discipline at any stage as management deems appropriate.

Temporary, intern, seasonal, on-call, at-will, or appointed employees, or employees within their probation period (including merit employees in their probationary period) have no expectation of continued employment and may be terminated at any time with or without cause and with or without following progressive discipline. The processes in this “Corrective Action, Discipline, and Termination Process” section will be followed for merit employees (those hired on or before December 31, 2022, unless otherwise stated in the policy)) due to the expectation of continued employment, and may be used for at-will employees when appropriate as described in the first sentence of this subsection. Although the MSD has a disciplinary action process and an appeal process for serious discipline, and generally will utilize those processes when dealing with violations of policy or other inappropriate conduct by its at-will employees, nothing contained in this Section is intended or may be construed to create any express or implied promise or agreement that any at-will employee’s employment with the MSD may be terminated only for good cause, or only after progressive disciplinary action has been taken. Either the at-will employee or the MSD may terminate the employee’s employment with the MSD at any time and for any reason, with or without cause, and with or without notice.

**Corrective Action.** The MSD believes it is essential to bring matters or concerns needing correction to employees' attention, at-will or merit, so that employees may succeed. Corrective action measures are deemed prudent management principles for ongoing performance management processes and are nonpunitive. For records classification purposes, corrective actions are not considered formal disciplinary actions. Corrective action measures may include, but are not limited to:

1. Verbal corrective counseling (leaders will document these conversations);
2. Written corrective counseling (formal);
3. Meeting with the employee for additional training;
4. Comments on annual and other performance evaluations; or
5. Performance improvement plans.

## Disciplinary Action

**Discipline.** Sometimes, corrective action measures are unsuccessful or deemed inappropriate by management for the given circumstances. In such cases, disciplinary action may be warranted. An employee who engages in unacceptable conduct or activities, whether or not listed above, may receive some form of disciplinary action, up to and including immediate termination.

**Progressive Discipline.** The MSD utilizes a progressive discipline model, meaning that disciplinary action for violations or failure to improve from a performance improvement plan generally becomes more severe with each additional incident. Under this process, an employee may receive verbal or written counseling, a suspension without pay, or immediate termination, depending on the nature of the violation and the circumstances involved. No mechanical formula determines the disciplinary action to be imposed. The MSD may, in its sole discretion, choose not to impose any progressive disciplinary action before terminating an employee's employment with the MSD. In no specific order, disciplinary action may include, but is not limited to:

1. Verbal disciplinary counseling (leaders will document these conversations);
2. Written disciplinary counseling;
3. Suspension (time off) without pay for up to 80 hours;
4. Involuntary demotion;
5. Reduction in salary (pay grade), not hours; or
6. Termination.

The supervisor and Human Resources should take into consideration the information provided by the employee and other relevant information, and issue discipline deemed appropriate for the severity, consistent with policy guidelines, and consistent with discipline issued to other employees for similar severity.

The disciplinary record is to be documented, delivered to the employee for signature of receipt, and returned to Human Resources. When the employee is unavailable for signature or refuses to sign, another notation should be made on the record showing how the employee was notified of the discipline. Investigation files, notes, or other supplementary materials should be kept in a separate file from the personnel file. It is recommended that these be forwarded to Human Resources or kept in a secure or confidential Human Resources file.

An employee may appeal disciplinary actions via the MSD grievance procedure, as outlined in this manual. Disciplinary actions remain in the employee's confidential file and may not be expunged once the grievance period relating to the original issuance of the discipline has passed.



## Grievance

Normal day-to-day discussions between an employee and a supervisor regarding working conditions and employment-related matters are the most constructive and expeditious means of developing and enhancing favorable and effective work relationships. The MSD encourages employees and supervisors to attempt to resolve a situation by using informal problem-solving techniques before filing a grievance pursuant to this Section.

This Section outlines the policy and procedures to be used if an employee declines to use informal means to resolve certain eligible grievances or has done so, but the concern was not resolved to the employee's satisfaction. The following may be grieved pursuant to this Section:

1. Issues of violation of law that have allegedly been committed by the MSD that adversely affect the grieving employee. This includes, but is not limited to, issues of illegal discrimination, illegal pay practices, illegal retaliation, etc.;
2. Issues of differences of interpretation or violations of the policies and procedures set forth in this manual that allegedly have been committed by the MSD, that adversely affect the grieving employee;
3. Regular employees may also grieve an adverse employment action that affects them if the adverse action occurred after the employee successfully completed their probationary period. Adverse employment actions are defined as:
  - a. Verbal warning;
  - b. Written corrective counseling;
  - c. Suspension (time off) without pay for up to 80 hours;
  - d. Involuntary demotion;
  - e. Reduction in salary (pay grade), not hours; or
  - f. Termination.
    - i. Only merit employees may challenge or appeal termination decisions.
    - ii. At-will employees may not use the grievance procedure to challenge or appeal a termination decision. Termination decisions for at-will employees are final and not subject to review.

For purposes of this manual, corrective actions such as a verbal warning or a performance improvement plan, in and of themselves, are not considered an adverse employment action for which a grievance can be filed.

## Grievance Procedure

**Filing Procedure.** This section applies to both At-Will and Merit Employees, except as noted above in 3.f of this policy. An employee may initiate a formal written grievance to Human Resources and to an employee's immediate supervisor within twenty (20) working days after the act or occurrence or the date the employee became aware of the act or occurrence that caused the employee to be aggrieved. In an extenuating circumstance, human resources may consider a grievance received after the deadline if extenuating circumstances exist, except that, for purposes of this Section, an employee may not grieve matters that occurred more than one year prior.

If the grievance relates to the employee's immediate supervisor, it can be filed with the next level of supervision and with Human Resources.





**Grievance Decision.** As soon as possible, but no later than fifteen (15) working days after receiving the written grievance, Human Resources must work with the supervisor to arrive at a decision regarding the grievance. Human Resources will inform the employee in writing of the decision and the reasons behind the decision. This time limit may be extended for good cause, Human Resources will advise the employee that the decision will be delayed and the expected date of the decision.

If the supervisor receiving the grievance or Human Resources does not resolve the matter to the grieving employee's satisfaction, the employee may request further consideration of the grievance by submitting a written request within 14 calendar days to the General Manager. If the General Manager is absent for more than seven days of this period, the Associate General Manager may act to resolve the matter. Under normal circumstances, the General Manager should respond within 14 days. If the grievance pertains to the General Manager, the request goes to the Board of Trustees Chair in coordination with Human Resources, or to the Vice Chair if the Chair is unavailable.

### **Grievance Appeals to the General Manager**

Regular employees who have completed their probationary period may appeal the following to the General Manager:

1. Written corrective counseling;
2. Suspension without pay;
3. Involuntary transfer from one position to another with less remuneration;
4. Involuntary demotion to a position of less remuneration; or
5. Involuntary separation or termination, under the guidelines explained in 3.f. above.

If the General Manager believes the grievance rises to a higher level of concern, the General Manager may choose to process the grievance through an Administrative Law Judge (ALJ) as set forth below.



## TERMINATION

### Determination Hearings

**Merit Employees.** MSD employees hired on or before December 31, 2022 (unless otherwise stated in the policy), and who are no longer in probationary status, when there has been an established cause for termination but before a formal termination, a determination hearing provides information from which a determination is made as to whether reasonable grounds exist to believe that the charges against the employee are true and whether the grounds support the proposed termination. This is not a full evidentiary hearing, and formal rules of evidence do not apply. The merit employee's procedural due process rights are satisfied, and the employee is provided oral or written notice of the charge(s) against them, an explanation of the charge(s), and an explanation of the employer's evidence and gives an opportunity for the employee to present their side of the story. A merit employee may waive their right to a hearing in writing. A waiver revocation is available up to seven (7) days after signature.

**At-Will Employees.** Each MSD employee hired on or after January 1, 2023 (unless otherwise stated in the policy) is an at-will employee. Either the employee or the MSD may terminate their employment at any time, with or without notice, and with or without cause. Nothing contained herein will in any way be construed as altering or negating the at-will relationship between the MSD and its employees. Terminations of at-will employees do not require a determination hearing; they are not appealable and are not eligible for a grievance.

### **Appeal Procedure**

**General Manager's Authority.** A regular full-time merit employee who is terminated, demoted, or who receives any other discipline more serious than a written warning, or an at-will employee who received discipline more serious than a written warning, up through a demotion (but, not a termination), may appeal the discipline to the General Manager within fourteen (14) calendar days, unless the General Manager personally approved the discipline. In which event, the appeal may be taken to the executive committee. For this purpose, the Executive Committee will include not fewer than three of the following: General Manager, Associate General Manager, Director of Finance, Director of Information Technology, Director of Planning and Development, and the Human Resources Manager. The Board Chair, the MSD's legal counsel, may also serve on the committee or provide input; counsel will generally be included if the appeal relates to a decision of the General Manager. An appeal to the General Manager or Committee will not be formal; however, at the General Manager's or the Committee's discretion, witnesses other than the aggrieved employee and the supervisory personnel who imposed the discipline may be heard either in support of or in opposition to the discipline. The General Manager or executive committee will generally issue a written decision on a grievance appeal within ten (10) working days after the completion of the General Manager's or Committee's investigation. In conducting the investigation, the General Manager or Committee may consider information provided by the aggrieved employee, involved supervisory personnel, and others. The decision of the General Manager or Committee will be final, with the exception of discipline of a merit employee that involves a termination, demotion, or reduction in pay that is subsequently appealed.

**Post Termination Review.** A decision handed down or affirmed by the General Manager or executive committee involving the termination, demotion, or reduction in pay of a full-time merit employee may be appealed in writing within fourteen (14) calendar days to an administrative law judge (the “ALJ”) agreed upon by the employer and the terminated employee.

Hearings before the ALJ will be formal, with a record being made. The appealing employee may present their case personally or through a representative of their choice. The representative of choice will be at the employee’s own expense. Being formal, the hearing will be bound by legal procedures or by legal rules of evidence. The management’s case may be presented by the General Manager or by anyone selected by the General Manager. The ALJ will control the proceedings and may remove anyone who is being disorderly or disruptive. At the discretion of the ALJ, witnesses called either in support of or in opposition to the discipline which is the subject of the appeal may be excluded from the meeting room except when directly presenting information provided; however, the employee who is the subject of the appeal and the management’s representative is not to be excluded from any portion of the meeting (excluding deliberative portions) even though that person may also be a witness who will present factual information to the ALJ. Witnesses may be sworn to tell the truth, at the discretion of the ALJ. Both sides and the ALJ may question all witnesses. Witnesses who are merely cumulative (who are presenting information that has already been heard) may be limited to the discretion of the ALJ to prevent the proceedings from being unduly lengthy.

At the beginning of the proceedings, the management representative will explain the background of the appeal and the details of the discipline, which is the subject of the appeal, including a summary of the reasons why the discipline was imposed. The appealing employee, who will have the burden of proof and persuasion, will then present countervailing arguments, evidence, and testimony, which the management representative may cross-examine. After the employee’s presentation, management will present witnesses and other evidence supporting the discipline which is the subject of the appeal. After the conclusion of management’s case, the employee or the employee’s representative may present rebuttal witnesses and information solely to rebut information presented by management and only if the information is new, rather than a rehashing of information and evidence that was previously presented on behalf of the employee. The employee or the employee’s representative will then present a closing statement, followed by management’s closing statement.

The ALJ, as appropriate, will, within 15 working days after the end of the meeting, make its decision in writing and transmit copies of the decision to the interested parties or their appointed representatives. In each case, the decision of the ALJ shall be the final decision of the MSD.

**No-Cause Termination for At-Will Employees.** Although the MSD has a disciplinary action process and an appeal process for serious discipline, and generally will utilize those processes when dealing with violations of policy or other inappropriate conduct by its employees, nothing contained in this Policy is intended or may be construed to create any express or implied promise or agreement that any at-will employee’s employment with the MSD may be terminated only for good cause, or only after progressive disciplinary action has been taken. Either the at-will employee or the MSD may terminate the at-will employee’s employment with the MSD at any time and for any reason, with or without cause, and with or without notice. At-will employees are not entitled to determination hearings prior to termination and are not entitled to an ALJ appeal process.



## **Termination of Employees who have not Completed their Probationary Period**

Employees who have not successfully completed their Probationary period may be terminated from employment at any time with or without cause. The terminating supervisor or department head should document the circumstances of the termination and provide that documentation to Human Resources. Employees who have not completed their probationary period may not appeal a termination through the MSD Grievance Procedure in this manual. The probationary period includes the initial probationary period or any extension of that initial probationary period.

## **Retirement Notification**

Employees are asked to notify their department head and Human Resources of their intent to retire at least 90 days prior to their retirement date. This notification is requested to allow time to facilitate succession planning, insurance matters, and to address staffing needs.

Notification to the MSD does not constitute notification to the Utah State Retirement Office or other benefit providers. Employees must contact the Utah State Retirement Office or the respective retirement plan to begin the retirement process.

Human Resources or the department head will conduct an exit interview when possible. The exit interview will be conducted in person or electronically.

## **Furloughs/Layoffs/Reduction in Force**

When circumstances such as lack of funds, restructuring, or lack of work dictate the need for a layoff/reduction in force/furlough, the necessary number of employees may be laid off.

### **Definitions**

- **Furlough.** An employer-directed mandatory yet temporary, unpaid absence from work, at the conclusion of which an employee is intended to return to work. It is often a cost-saving tool used in lieu of a reduction-in-force (RIF).
- **Layoff.** The conditions-based reduction of employees, not due to the employee's performance. The employees may be recalled to work`..
- **Reduction-in-Force (RIF).** A permanent elimination of positions resulting in the reduction of full-time positions and the number of employees.

### **Policy.**

1. Employees' selection is based on the perceived ability to perform the duties of the job, as it exists or as it is expected to exist due to restructuring or other changes in task assignments. Performance reviews from current and past MSD positions will be utilized to determine an employee's potential.
2. Seniority in the department serves as a tiebreaker when a review of such factors indicates that employees' abilities are similar. For purposes of this Section, seniority will be calculated first by the credited:
  - a. Service time at the MSD as a benefit-eligible employee for the MSD credited service time as a benefit-eligible employee in the department.
  - b. Service time within the Utah Government as a benefit-eligible employee for the MSD credited service time as a benefit-eligible employee in the department.



- c. Then consider time credited service time as a seasonal, and then credited service time as a temporary employee.

Once an employee has been identified for lay-off/reduction in force/furlough, the MSD may make reasonable efforts to maintain the job security of such employees by considering the following alternatives, if available and practical, in no particular order of priority:

1. Transferring employee(s) to an open position;
2. Demoting employee(s) to previous position within the same department or demoting to other open position; Promoting employee(s) based on merit and qualifications; or,
3. Replacing employee(s) within the MSD who have lower qualifications for the remaining position and less seniority in favor of employees with better qualifications for the remaining position and more seniority.

### **Credited Service Time and Benefit Reinstatement if Rehired**

An employee who is rehired within twelve (12) months of their separation date receives credit for prior service (not including the break in service). An employee who is rehired after twelve (12) months of their separation date is not entitled to any reinstatement of prior service or benefits except for any legally required benefits. Respective sections in this manual address the reinstatement of benefits.

### **Voluntary Resignation, Termination Notice, and Exit Interviews**

**Voluntary Resignation.** The MSD often refers to voluntary resignations as “separations.” In some cases, retirement may fall under this category as well. Employees who resign from employment are encouraged to provide their supervisor and Human Resources with written (email or hard copy documents) as early as possible, but not less than fourteen (14) calendar days before their last day of work, and should include the employee’s last day at work, if known. Letters of resignation are generally irrevocable. Human Resources or the department head will conduct an exit interview when possible. The exit interview will be conducted in person or electronically.

**Termination.** The MSD may provide written notice of termination to an employee who is being terminated (fired) verbally, by email, or in a written letter. Human Resources or a department head will conduct an exit interview when possible. The exit interview will be conducted in person or electronically.

### **Final Paycheck**

When an employee resigns voluntarily, the final paycheck is issued with the regular pay period. When an employee is terminated involuntarily, the final paycheck is issued within 24 hours of notification of termination.

## **SERVICE CREDIT PURCHASE**

### **MSD Participation Standards for Service Credit Purchases**

Pursuant to Utah Code Ann. §§ 49-12-409, 49-13-408, 49-22-309, and 49-23-308, all regular full-time MSD employees and MSD may agree to jointly purchase a maximum of five years of service credit from the Utah Retirement Systems.

**Year of Service.** This term refers to the number of years an employee has accrued toward retirement. It may also be utilized in reference to Service Credit Purchases.

However, while the law allows up to five (5) years, the MSD limits the maximum to two (2) years provided the following participation standards are satisfied. All regular full-time MSD employees and MSD may jointly purchase a maximum of two years of service credit from the Utah Retirement Systems:

1. The employee has 28 or more years of service credit; and
2. The purchase is necessary for the early retirement of the employee; and
3. MSD's allowed portion of the purchase is within the General Manager's or in their absence, the Associate General Manager's authority; or
4. MSD's Board of Trustees approves MSD's allowed portion of the purchase to the extent it is beyond the General Manager's authority; and
5. The employee requests the purchase in writing for health reasons, or to settle an employment dispute between the employee and MSD; or
6. MSD offers the purchase in writing for budgetary or operational needs and the employee applies for the purchase in writing; and
7. The purchase is approved by Utah Retirement Systems and complies with Utah Code Ann. § 49-12-409, 49-13-408; 49-22-309 and 49-23-308, as applicable.

### **Compliance With State Law**

**Nondiscriminatory Policy.** The MSD Participation Standards for Service Credit Purchases policy complies with Utah Code Ann. § 49-12-409, 49-13-408; 49-22-309 and 49-23-308.

Notice: Although the MSD desires to openly communicate with employees and provide advance notice of proposed changes, such changes may be made without prior notice to the affected employee(s), as with this policy's adoption, when deemed necessary or otherwise appropriate for the efficient operation of the MSD.

## **MSD HYBRID WORK POLICY**

**Purpose.** The most viable arrangement for any entity is for its employees to work in the office during normal business hours. However, the Greater Salt Lake Municipal Services District (MSD) considers hybrid work to be an effective work option when both the position and the employee are suited to such an arrangement.

### **References.**

Fair Labor Standards Act, § 29 U.S.C., 201 et seq.  
Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (1990).

**Applicability.** This policy applies to all eligible positions and employees who work for the Greater MSD.

### **Definitions.**

Remote Work generally refers to extended absences with little to no in-office requirements, such as during a pandemic. The MSD generally prohibits this type of “remote work.”

Working Remotely (aka being “Remote”) and Hybrid Workdays describe an employee working from home as part of their hybrid agreement

**SMART Goals.** SMART is an acronym as explained below. SMART goals provide a framework for performance management. SMART goals clearly define performance expectations and provide objective feedback on performance. They are a tool used to ensure staff meet the organization’s needs.

- a. **S**pecific goals are clearly defined and unambiguous
- b. **M**easurable goals provide an objective or subjective metrics for success
- c. **A**ttainable goals can be achieved
- d. **R**elevant goals provide value, e.g. measuring the right metrics
- e. **T**imely goals provide a time-oriented requirement or are time-bound, e.g. response times

### **Policy.**

1. Hybrid work is a privilege that is subject to revocation at any time. Hybrid work does not change the terms and/or conditions of employment with the MSD.
2. Not all positions or employees are eligible for hybrid work. Department heads will determine the hybrid work eligibility of each position.
3. All employees utilizing hybrid work must have a signed agreement prior to starting hybrid work.
4. A minimum of three (3) work days of onsite time per week should be maintained throughout any hybrid work arrangement. Vacation hours may not be substituted for on-site time without approval by the department head or senior leader.
5. As a rule, hybrid workdays are not to be consecutive workdays, nor should they be split by a weekend. However, as an exception, managers may allow staff this opportunity on a case-by-case basis.
6. Fully remote work weeks are generally not permitted.
7. The employee must determine any tax or other legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.





7. Consistent with the organization's expectations of information security for employees working at the office, hybrid work employees will be expected to ensure the protection of proprietary MSD and customer information accessible from their home office. This expectation includes, but is not limited to, the use of locked file cabinets and desks, regular password maintenance, regular computer and software updates, and any other measures appropriate for the job and the environment. For more information regarding the MSD's policy regarding security, please refer to the Technology and BYOD Policy of this manual (see page 79).
8. Hybrid work employees will be required to accurately record all hours worked using the MSD payroll system. Hours worked more than those scheduled per day, week, or per pay period shall be paid and authorized consistent with the MSD's personnel policy. Failure to comply with this requirement may result in the immediate termination of the hybrid work agreement.
10. Hybrid work online meeting etiquette matters.
  - a. During online meetings, employees must have their camera turned on so coworkers and/or external parties can see them. Visual cues are very important, and they are considered professional and courteous. This doesn't apply to large-scale meetings
  - b. Working remotely is not a casual attire day, if an employee is required to be online in meetings. Employees are required to dress in casual business attire according to the MSD's policy.
  - c. On rare occasions, employees may join a meeting at a remote location due to other business commitments. In this case, employees must ensure to choose a quiet and secure location for having any business-related discussions. They must also let others know why the camera is turned off, if the need arises.  
Microphones will be placed on mute until the employee is speaking, as ambient noise is often picked up by one's microphone and may be disruptive.
11. Employees are responsible for providing all at-home work equipment, e.g. additional monitors.
12. Employees requiring reasonable accommodations in accordance with the American with Disabilities Act (ADA) must coordinate with human resources.
13. Staff will update the "Staff Remote Work Calendar," found in SharePoint.
14. In-office events, training, or other work-related requirements take precedence over hybrid work schedules and preferences.
15. Hybrid work is not a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate temporary childcare needs, depending on work requirements, the focus of the arrangement must remain on job performance and meeting MSD needs. Prospective hybrid workers are encouraged to discuss expectations of hybrid work with family members prior to entering a trial period.



16. Inclement weather. Hybrid work may be permitted during severe weather events. The General Manager, or in their absence, Associate General Manager will make a “weather call” to shut the office by 6:30 a.m. during bad weather. Due to the staff’s geographical dispersion, managers are empowered to make decisions to allow their employees to work remotely or arrive late due to weather. Managers may consider childcare issues to determine if staff may work remotely. Working remotely requires staff to have their laptop at home.
17. True “remote work,” meaning working at a location other than the MSD for an extended period of time, is generally prohibited. However, under unique circumstances, the General Manager, or in their absence, the Associate General Manager, may approve remote work on a case-by-case basis. This approval is revokable at any time and the standard hybrid work rules all apply.

#### **Procedure.**

1. The employee completes the hybrid work agreement and submits it to their manager.
2. The supervisor provides feedback and a recommendation.
  - a. If the supervisor approves the hybrid work agreement, they forward it to the next-level manager (if applicable) or to their department director.
  - b. If the supervisor recommends disapproval, that supervisor must provide clear guidance on the reasons and corrective actions required before forwarding it.
3. If there are intermediate managers, they too will provide a recommendation of approval or disapproval and then forward it to the next higher manager or department director.
4. The department director will provide final approval or disapproval of the hybrid work request, then send it to the intermediate managers and human resources.
5. Human resources will place a copy in the employee’s personnel file.
6. Hybrid work agreements shall be reviewed and updated on an annual basis or when the employee’s schedule changes.
7. Revocation of hybrid work agreements
  - a. Supervisors may revoke hybrid work at any time, with reasonable justification. Supervisors are encouraged to use discretion and will discuss this decision with their manager (if applicable) and director prior to revocation. Supervisors are also encouraged to consult human resources.
  - b. Supervisors may revoke hybrid work for non-performance, e.g., failing to achieve SMART goals. Revocation requires written documentation, when appropriate, showing at least one attempt to address and correct the sub-standard performance.
  - c. Hybrid work may be revoked in the best interests of the MSD.
  - d. Supervisors may revoke hybrid work for a single significant act or failure to act.
  - e. Supervisors should conduct a thorough inquiry into the issues precipitating the revocation before they decide to act.
  - f. Revocation may be immediate, meaning the employee is expected to be in the office working on the following business day.



## **Eligibility**

1. Hybrid work is a privilege, not a right, and is subject to revocation at any time. Not all positions are eligible for hybrid work. An employee may be eligible for hybrid work if:
  - a. The employee's position is eligible for hybrid work as determined by their department head.
  - b. Entry-level employees in technical positions are often required to be in the office full-time.
  - c. The employee has been employed by the MSD and worked in the office for at least 60 days.
  - d. The employee earned at least a 3.5 on their most recent annual CAPE, and recent interim counseling(s) indicates satisfactory performance.
    - i. The 3.5 CAPE requirement does not apply to new hires.
  - e. The employee has not been subject to disciplinary action or a Performance Improvement Plan (PIP) within the last six months.
  - f. Individuals requesting hybrid work arrangements are regular employees (full-time 32+ hours a week) or were previously employed in that capacity.
  - g. Employees must have a hybrid work location in their home. While a coffee shop may be an occasional work location, it will not serve as a primary or frequent work location.
    - i. Employees who work in a public location are responsible for protecting the security of the equipment and the privacy of the information on their equipment.
2. Before entering into any hybrid work agreement, the employee and manager will evaluate the suitability of such an arrangement, reviewing the following areas:
  - a. Equipment needs, workspace design considerations, and scheduling issues. The employee and manager will discuss the physical workspace needs and the appropriate location for the hybrid work.
  - b. Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.
3. Supervisors are strongly encouraged to discuss and develop SMART performance goals with staff working in a hybrid capacity.

## **Compliance.**

**Severability.** This policy shall be severable, and if any provision thereof or application of such provision under any circumstances is held to be invalid, it shall not affect any other provision of this policy or its application in different circumstances.



## Hybrid Work Agreement Form

This hybrid work arrangement allows eligible employees to work from an alternative work location, such as their home, for up to two days (or the equivalent of 16 hours) of the regular work week. This document is intended to ensure that both the manager and the employee have a clear, shared understanding of the employee's hybrid work arrangement.

Instructions for Employees: Please submit this completed form to their supervisor.

Employee Name:	
Job Title:	
Department:	
Manager:	
<b>Remote days:</b> (select one):	<input type="checkbox"/> 1 day per week <input type="checkbox"/> 2 days per week <input type="checkbox"/> Other (specify)
Has the employee been on a Performance Improvement Plan (PIP), or had a disciplinary issue in the last six months?	<input type="checkbox"/> YES <input type="checkbox"/> NO

### Work schedule and location

The normal work schedule for the position is from \_\_\_\_\_ to \_\_\_\_\_ Monday through Friday.

Day of Week	Work Location		
Monday	Office	Home	Alternate Location: _____
Tuesday	Office	Home	Alternate Location: _____
Wednesday	Office	Home	Alternate Location: _____
Thursday	Office	Home	Alternate Location: _____
Friday	Office	Home	Alternate Location: _____

Hybrid Work: IT Related Requirements	Employee initials
<b>Internet:</b> The employee is responsible for Internet connectivity	
<b>Standard IT Services:</b> IT Services are the MSD's responsibility. Services include central management of the laptop, patching, anti-malware, firewall, and host-based security features. Services may require in-person assistance from IT at the MSD.	
<b>Equipment:</b> The MSD will provide a computer and other necessary equipment required to perform essential job functions. IT will not purchase multiple sets of equipment for hybrid work staff members.	
<b>Data security:</b> Consistent with the MSD's policies and expectations of information security for staff working on campus, staff working <u>off-campus</u> will be expected to ensure the protection of university information accessible remotely.	



## Hybrid Work Agreement

### Hybrid Work Agreement

The general expectation for hybrid/remote work arrangement is that the employee will effectively accomplish all their regular job duties, regardless of work location.

AGREEMENT		Employee initials
<b>The Employee Will:</b>		
• Be available and responsive during the normal work schedule.		
• Designated workspace, separate from the rest of the household, <u>that</u> is conducive to a good work environment.		
• Work at the above-listed location during their remote work schedule unless they have received prior approval to temporarily work elsewhere.		
• Adjust their work schedule as needed, for example, being present at the MSD, when necessary for meetings, training sessions, or similar events or occurrences.		
• Understands that employees on a PIP or who have been disciplined are ineligible for remote work for six months after completion.		
• Fully comply with the MSD's rules for logging in and out of work.		
• Report work-related injuries at my remote location during agreed-upon working hours that may be covered by Workers' Compensation. Managers must be notified of any workspace injuries immediately and staff must complete the first report of injury. The MSD assumes no responsibility for injuries incurred <u>as a result of</u> activities that do not arise primarily out of and in the course and scope of employment.		
<b>The Employee Understands That:</b>		
• Hybrid work may be revoked at any time.		
• All MSD rules and policies, e.g. the MSD Employee Policy and Procedures Manual apply while working remotely.		
• All performance criteria remain intact during for all staff regardless of work location.		
• The employee understands that violation of these policies may result in disciplinary action, up to and including termination of employment.		
• Unless required by law, staff members are responsible for costs related to the setup of the designated workspace. Staff members are also responsible for compliance with any tax implications of a remote workspace.		
• Will fully comply with the MSD's hybrid work policy and agrees to all terms as stated.		

This MSD agreement is not a contract of employment and does not provide any contractual rights to continued employment. The MSD may terminate this agreement at any time.

**Employee signature:** \_\_\_\_\_ **date:** \_\_\_\_\_

**Supervisor's Recommendation:** ☐ Approval ☐ Disapproval ☐ Not Applicable. Signature: \_\_\_\_\_

**Manager's Recommendation:** ☐ Approval ☐ Disapproval ☐ Not Applicable. Signature: \_\_\_\_\_

**Director's decision:** ☐ Approved ☐ Disapproved ☐ Not Applicable. Signature: \_\_\_\_\_

**Annual Supervisor Review:**

**DATE:** \_\_\_\_\_ ☐ Approved ☐ Disapproved

**DATE:** \_\_\_\_\_ ☐ Approved ☐ Disapproved

**DATE:** \_\_\_\_\_ ☐ Approved ☐ Disapproved

Comments (if request is not approved, please explain reason(s) for denial)

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

date: \_\_\_\_\_



## **DRESS CODE GUIDELINES**

### **General Guidelines**

The MSD urges employees to use common sense and sound judgment when selecting their work attire. If in doubt, employees should read through the company dress guidelines below. To assist you, here are a few broad guidelines to follow:

1. All clothing should be clean, ironed and in good shape.
2. Refrain from wearing clothes that have tears, rips or holes, even if it is the current fashion.
3. All employees should maintain an acceptable level of bodily hygiene to ensure that interactions with other staff and clients remain positive and pleasant.
4. Work clothes should be professional, which means that they should not be too revealing or casual, such as athletic, tube or camisole type tops, workout or gym shorts or leggings.
5. We allow staff to wear jewelry, but we urge that staff please remove visible body piercings during presentations. Employees with ear piercings should wear conservative earrings and limit them to two earrings per ear.
6. Shoes should be in good repair, clean, and dress shoes should be polished.
7. The company has no policy against visible tattoos but urges staff to cover these when possible and practical such as when presenting to officials and the public.
8. Avoid wearing overpowering cologne or perfume.

In general, the dress code for employees is business casual. However, staff members who have direct contact with the MSDs' mayors, council members, residents, and customers should follow a business professional dress code in meetings, council meetings, and when giving a presentation. These guidelines apply when representing the MSD at a professional conference; if the MSD pays for one's attendance, then MSD logoed shirts or name badges are required.

Day-to-day customer service office casual includes wearing conservative shirts, or MSD logoed shirts.

### **Building Inspectors and Code Enforcement:**

1. When in the field, employees will wear appropriate clothing that provides protection, such as personal protective equipment, for example, specialized work boots, protective headgear, high visibility vests, and long pants. Employees will take personal protective equipment (PPE) to field sites. Employees will comply with all site requirements. Inspectors are required to carry clothing and PPE gear to meet site-specific requirements, e.g., Rio Tinto or Northrup Gruman.
2. Jeans or other work-type pants are recommended. However, tailored shorts are permitted for Code Enforcement Officers and Building Inspectors based on judgment/experience for safety requirements.
3. Protective footwear is recommended and will always be worn when required





4. When in the field, logoed polo shirts or jackets will be worn
5. Hats must have the MSD logo or must be professional

**Business Casual:**

1. Dress pants, jeans in good repair, knee-length skirts, tailored knee-length shorts, sleeveless dresses or tops, and jackets or sweaters when appropriate
2. MSD logoed dress shirt with collar, logoed blouses with sleeves, or logoed polo shirt with collar and jackets when appropriate
3. Casual shirt with collar, sleeveless casual blouses (not see-through)
4. Nice shoes or loafers, dressy sneakers
5. Summer Business Casual – lightweight, cooler fabrics, dress sandals, polo shirts with a collar

**Business Professional Dress Suggestions:**

1. A collared logoed MSD shirt
2. Pantsuits, knee-length skirts, dress slacks, professional dresses, with jackets
3. Blazer, suit, dress slacks, collared button-down shirts
4. Neckties or bowties are optional
5. Wrinkle-free fabrics
6. Minimal jewelry
7. Loafers, flats, pumps, low heels
8. MSD badge or name tag

**Accommodation.** If the dress code policy contradicts the rules of your faith or is offensive to you in any way, or if you have a medical condition that requires a variation from the code, please contact Human Resources.

**Examples of MSD meeting guidance:**

When presenting to the Board of Trustees, councils, or conferences, professional business attire is required.

When attending the meeting (and not presenting) an MSD name badge, logoed short-sleeve polo shirts or logoed long-sleeved collared shirts are appropriate. See the partial list below for examples of meeting types that MSD meeting attire applies to:

1. County, city and town council meetings and planning commission meetings



2. Professional conferences:
  - a. Utah League of City and Towns
  - b. Wasatch Regional Front Council
  - c. Utah Association of Special Districts
  - d. Utah Local Government Trust
  - e. American Planning Association
  - f. Trade association trainings and meetings
  - g. Other professional associations
3. Open houses and agency fairs
  - a. White City Southeast Township Days
  - b. Kearns Night Out and Hometown Days
  - c. Magna 4<sup>th</sup> of July
  - d. Copperton Town Days
  - e. Brighton Days
  - f. Community open houses
4. In positions that interact with the public as a course of their job function.

## **CONFLICT OF INTEREST POLICY**

### **Purpose**

The purpose of this Conflict of Interest Policy (the "Policy") is to protect the MSD's interests when the MSD is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer, employee or Trustee of the MSD. This Policy is intended to complement but not replace any applicable state and federal laws governing conflicts of interest applicable to special districts, including the Utah Public Officers' and Employees' Ethics Act, Utah Code Ann. § 67-16-1, et seq. (the "Act").

### **Goal**

The goal of the Policy is to set forth standards of conduct for officers, employees, and Trustees of the MSD in areas where there are actual or potential conflicts of interest between their public duties and private interests.

### **Prohibited Acts**

No employee, officer, or Trustee shall (1) use that person's MSD office or employment for private advantage by revealing confidential, controlled, private, or protected information gained through that office or employment, (2) use their MSD position to secure special privileges, or (3) accept other employment that would reasonably be expected to interfere with the ethical performance of their public duties.

As provided in Utah Code Ann. § 67-16-5, no employee, officer, or Trustee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for himself or herself or another if: (1) the gift or loan would reasonably tend to influence him or her in the performance of official duties, or (2) the donor has been, is, or may become involved in any official MSD business. Exceptions to the above include occasional, non-monetary gifts with a value of less than \$50.00; awards publicly presented in recognition of public service; bona fide business loans made in the ordinary course of business; or campaign contributions actually used in a political campaign.

Excluding retirement portfolios that are not self-directed, such as Utah Retirement Systems (URS), no employee, officer, or Trustee shall have personal investments in any business entity that will create a conflict between their private interests and their public duties that a reasonable person would consider to be substantial.

Employees may not be involved with any private business that is regulated by the MSD, may not be involved in any transaction between their private business interests and the MSD, and may not be involved in any other actual or potential conflict of interest unless the nature and extent of the private business interest(s) are disclosed as explained below.

A conflict of interest that exists between two or more governmental positions held by the same individual, such as being both an elected Mayor or Council member and a member of the MSD Board, does not constitute a conflict of interest under this Policy and is not subject to the Act unless the conflict of interest is also due to a personal interest of the individual that is not shared by the general public, as provided in Utah Code Ann. § 67-16-11(2).

Employees are prohibited from serving as an elected or appointed government official for, or an employee of, jurisdictions served by the MSD. This policy does not preclude such service in areas outside the MSD's jurisdiction, provided that the service does not conflict with any other aspect of the Policy.

## **Disclosure**

Any MSD officer, employee, or Trustee who receives payment for helping a private person or business in a transaction with the MSD must disclose the payment.

Any MSD officer, employee, or Trustee involved in a private business that is subject to MSD regulation must disclose that involvement. If the regulation is made by the agency or board of which the officer, employee, or Trustee is a member, disclosure must be made annually, and again at each

Board meeting during which the officer's or employee's business is discussed. Such oral disclosures shall be made part of the minutes of the meeting.

Any MSD officer, employee, or Trustee involved with a private business that does or anticipates doing business with the MSD must disclose that involvement.

Any MSD officer, employee, or Trustee who has a personal or business interest of any kind that raises an actual or potential conflict of interest with MSD duties must disclose that interest.

All such statements are public records, open to public inspection. All disclosures must be made as follows: written disclosure must be made annually; orally during any MSD Board meeting during which a transaction is discussed involving a matter in which the officer, employee, or Trustee has an interest; and again, in writing when the conflict arises. The general written disclosure must be re-filed every January of each year that the outside interest persists and must be filed with the officer's, employee's, or Trustee's immediate supervisor, the MSD Manager, and the Board. Written disclosures by a Trustee must be filed with the Board Chair and the MSD General Manager or

Associate General Manager. All disclosures must be considered and approved annually by the Board. Annual Disclosures are due by January 31<sup>st</sup>, each year.

## **Policy Violation**

Violation of the Policy may subject the officer, employee, or Trustee to disciplinary action, in addition to potential criminal prosecution. Any violations will be thoroughly investigated and prosecuted. Please be aware that this document is a shortened and simplified statement of the legal requirements involved in this area. **Your conduct will be governed by the law, not only by this policy.**

## PERSONAL USE OF PUBLIC PROPERTY

### Purpose

This shall be known as the MSD Personal Use of Public Property Policy, or the “Policy”. The Policy is intended to augment and supplement “Personal Use of MSD Resources” and “Use of Vehicles” found in the MSD Personnel Policy and Procedures Manual. Since the misuse of public property can result in criminal charges, including felony charges, this Policy has been adopted for the purpose of regulating the use of MSD-owned, leased, held, operated, or managed equipment, vehicles, office supplies, devices, tools, facilities, and other MSD-owned personal and real property (hereinafter “MSD Property” or “Public Property”) and to authorize the personal use of MSD Property under certain limited circumstances.

**Public Servant:** An elected official of the MSD; an appointed official of the MSD; an employee, consultant, or independent contractor of the MSD; or a person (including an individual, an entity, or an organization) hired or paid by the MSD to perform a government function. See Utah Code Ann. § 76-1-601(16). A person becomes a “public servant” upon the person’s election, appointment, contracting, or other selection, regardless of whether the person has begun to officially occupy the position of a public servant.

**Public Property and MSD Property:** are interchangeable and include any real or personal property that is owned, leased, held, operated, or managed by the MSD, including Public Property that has been transferred by the MSD To an independent contractor for the purpose of providing a program or service for or on behalf of the MSD. In the event and to the extent the Public Property is consumed or rendered effectively valueless to the MSD as a program or service is provided to the MSD by an independent contractor or as the Public Property is utilized by MSD employees, the property shall cease to be Public Property and may be disposed of as the independent contractor or MSD management deems fit, unless otherwise directed by the MSD. See Utah Code Ann. § 76-8-101(5).

**Authorized Personal Use:** Any personal use that is authorized pursuant to this Policy. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use MSD Property for a personal matter and personal use of MSD Property is allowed when: (a) (i) the public servant is authorized to use or possess the Public Property to fulfill the public servant’s duties owed to the MSD; (ii) the primary purpose of the public servant using or possessing the Public Property is to fulfill the public servant’s duties to the MSD; (iii) the personal use is in accordance with this Policy; and (iv) the public servant uses and possesses the MSD Property in a lawful manner in accordance with this Policy; or (b) the personal use of MSD Property is incidental, such as when: (i) the value provided to the MSD by the public servant’s use or possession of the Public Property for a public purpose substantially outweighs the personal benefit received by the public servant’s personal incidental use; and (ii) the incidental use is not prohibited by an applicable state or federal law. Any lawful personal use of MSD Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this Policy. The MSD recognizes that third parties may benefit indirectly or directly from a public servant’s personal use, or official use, of the MSD’s Public Property, which benefit is specifically condoned and authorized by this Policy so long as and to the extent that the benefit does not otherwise violate applicable law, rule or ordinance, including but not limited to state statutory law and rules and regulations of the MSD.

**Personal Use Devices:** Communication and other devices, such as mobile phones, landline phones, and computers, that the MSD owns may be used by an employee for occasional, incidental personal activities such as calling home, making other personal calls during a break, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive or does not otherwise involve an additional cost for the MSD. Similarly, MSD-owned computers and smartphones may be used for personal text messaging, e-mails, and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods or periods when the employee is not “on the clock”. All work-related communications are subject to GRAMA. There is no expectation of privacy when using MSD technology.



**Office Supplies/Shop Supplies/etc.:** Office supplies, shop supplies, and other MSD-owned supplies and items of personal property are intended for uses that directly benefit the MSD. Incidental personal use of the same by public servants is allowed, such as the use of MSD-owned office supplies, including pens, pencils, and paper, provided that such incidental personal use is not excessive.

**Vehicles:** MSD vehicles will only be driven by MSD employees or officials who have completed the approved driver-safety training, have been added or requested to be added to the MSD's insurance policy, and have a current and unencumbered driver's license. Incidental use is acceptable such as getting lunch during off-site inspections or driving to a post office during travel. See the section on "Use of Vehicles" for complete details.

**Miscellaneous:** Any MSD Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses in harmony with the Policy and the MSD Personnel Policy.

## **MSD VEHICLE USE**

This Section establishes authorized driver standards, identifies relevant rules for vehicle use, and complies with IRS laws regarding the taxation of commuter use of MSD vehicles. All MSD vehicles are monitored by GPS at all times, including a wide array of data points. There is no expectation of privacy while in or operating an MSD vehicle.

### **Authorized Drivers and Standards**

The MSD's Planning and Development Director maintains the MSD's roster of authorized drivers and forwards it to the Human Resources Manager. In general, only authorized drivers may drive an MSD vehicle or their personal vehicle for MSD business. MSD business means driving at the direction of, or for the benefit of, the MSD. It does not include normal commuting in a personal vehicle to and from work.

As part of the driver qualification process, all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable," "Unacceptable," or "Borderline." Drivers qualified as "Borderline" may be authorized to drive on a probationary basis as determined by the General Manager or in their absence, the Associate General Manager. Drivers whose records do not meet the driver qualification standard will not be authorized to operate any vehicle on behalf of The MSD.

All drivers must possess a valid driver's license. Required endorsements must also be maintained. The driver qualification evaluation will be based on the driver's Motor Vehicle Record (MVR). It will also consider the results of skills assessments and work-related motor vehicle incidents, whether or not the incident has been recorded on the driver's MVR. All violations recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable" or "Borderline" qualification will be determined using the following criteria. Any number of violations or accidents exceeding the "Borderline" criteria constitutes a failure to meet the driver qualification standard, resulting in revocation of driver authorization. (Note – Due to the severity of Driving Under the Influence (DUI) and Driving While Intoxicated (DWI), they are handled differently than standard driving violations.)

### **Acceptable**

1. Up to two (2) violations recorded on the MVR in the prior three years or,
2. Up to one (1) at fault work-related accident in the prior three years or,
3. A combination of one (1) violation on the MVR and one (1) at fault work-related accident in the last three years.





### **Borderline**

1. Three (3) violations recorded on the MVR in the prior three years or,
2. Two (2) at fault work-related accidents in the last three years or,
3. DUI or DWI within the last five (5) years or,
4. Any violation for negligent, careless, reckless, or distracted driving.

### **Unacceptable**

1. No valid driver's license,
2. Four (4) or more violations recorded on the MVR in the prior three years,
3. A single major violation recorded on the MVR, or resulting from a work-related incident, may result in the revocation of the driver's qualification and driver authorization. Major violations include, but are not limited to:
  - a. DUI or DWI in the previous 24 months or,
  - b. Failure to stop/report an accident or,
  - c. Making a false accident report or,
  - d. Attempting to elude law enforcement or,
  - e. Other violations as determined by the General Manager.

In addition to being an authorized driver, the employee must:

1. Be at least 17 years old and have possessed a driver's license (not learner's permit) for at least 12 months;
2. Possess and maintain a valid Utah driver's license with any job-required endorsement, or for individuals who possess a valid out-of-state license, obtain a valid Utah Driver's License with any job-required endorsement within six (6) months;
3. Possess and maintain a driving record that is acceptable to the MSD's risk management and insurability expectations and report violations or problems relevant to their driving record or license; and,
4. Complete initial driver safety training as provided by the MSD. The training and testing must be completed every two years or as otherwise required by the MSD. Beginning on this policy's publication date, a passing score means earning at least 85% for each required course and/or sub-course.

The MSD works cooperatively with our insurance provider to determine driver risk factors. Driver's license records, criminal history records relating to driving and vehicle operations, and MSD records relating to driving are essential components in the evaluation.

The MSD and/or the MSD's general liability insurance provider or agents reserve the right to request and review, at any time, the driving records of any prospective or current driver and to revoke driving privileges for the MSD at any time.

Drivers may be asked to complete an annual License Certification and Self-Disclosure Report of any accidents, violations, driving records, traffic convictions and forfeitures, or pleas in abeyance. Failure to do so may result in the revocation of driving privileges.

Authorized drivers who incur an at-fault accident or violation, on or off-duty, must notify their supervisor by the beginning of the next shift. For serious violations such as alcohol-related violations, driving while impaired, refusal to test, or evading an officer, the driver must also immediately discontinue operation of the MSD vehicle or personal vehicle for business purposes and not drive until being notified of the status of their continued driving privileges. Failure to do so may result in disciplinary action, up to and including termination.



Authorized drivers whose driver's license is revoked or suspended must notify their supervisor by the beginning of the shift immediately following the revocation and must immediately discontinue the operation of the MSD vehicle or personal vehicle for business purposes. Failure to do so may result in disciplinary action, up to and including termination. Employees are responsible for knowing if their license is valid and for keeping their address and other records current with the Utah Driver's License Division.

### **Vehicle Accidents**

Accidents occurring in an MSD vehicle must be immediately reported to law enforcement if they involve personal injury, property, or another vehicle. The employee shall remain at the accident scene whenever possible until law enforcement has responded or given instructions. The accident must be reported promptly to the driver's supervisor or department head.

Accidents that only damage an MSD vehicle and do not involve personal injury, damage to a non-MSD vehicle, or any property that may not need to be reported to law enforcement **must** be reported to the driver's supervisor or department head immediately. Because insurance follows the vehicle, accidents in personal vehicles, even on MSD business, fall on the employee's personal insurance.

Accidents occurring in personal vehicles while on MSD business must follow the law for reporting accidents and must be reported to the supervisor or department head directly after all emergency-related issues are resolved. If an employee utilizes their personally owned vehicle (POV) to conduct approved MSD business and has an accident, the employee's personal auto insurance provides primary coverage. The MSD's insurance coverage is secondary if the primary (insurance) limits are exhausted. Employees utilizing their POV must ensure that they don't have an exclusion in their insurance policy for driving a personal vehicle on company business. Employees who use their POV with permission from their supervisor are eligible for mileage reimbursement, which covers fuel, vehicle wear and tear, and insurance costs.

Failing to stop after an accident and/or failure to report an accident may result in revocation of driving privileges as well as disciplinary action, up to and including termination from employment and possible legal ramifications.

MSD employees involved in accidents while not acting in the "course and scope of employment" are responsible for all liabilities arising from the accident.

In accordance with the MSD's Drug-Free Workplace Policy, on-duty accidents require a post-accident drug/alcohol test.

**Tickets and Fines Received While Working.** Tickets and fines incurred by an MSD driver due to incidents that were within the employee's control are paid by the employee, not the MSD.

**Driver Safety Rules.** The following is not an exhaustive list of rules relating to driver safety but represents some of the more common requirements applicable to our workforce.

**Evening Meetings.** *For the safety and convenience of MSD employees, they may take an MSD vehicle to the meeting and due to the lateness and location of the meeting may take the MSD directly vehicle home.*

*For example, if the employee lives in Ogden and attends a late meeting in Copperton, it would be reasonable for the employee to drop the vehicle off at the Taylorsville MSD offices and take their personal vehicle home. But if the employee lived in Riverton, it would not be reasonable to drive up to the Taylorsville MSD offices to swap into their vehicle before driving home. If the employee is unsure which option to choose, they should check with their supervisor. The MSD's fully fueled vehicle and keys must*



back to the office the next day by 8:00 am.

**Safety and Courtesy.** Drivers will operate the vehicle in a safe manner and drive defensively to prevent injuries and property damage. Drivers are expected to drive in a courteous manner.

**Laws.** Drivers will obey all state and local laws. This includes overnight street parking during the winter months.

**Impaired Driving.** Drivers are not to operate an MSD vehicle when illness, fatigue, injury, prescription medication, over-the-counter medication, intoxicants, alcohol, drugs, or other conditions have impaired their ability to do so safely. The MSD takes a zero-tolerance approach to operating a vehicle while impaired.

**Seat Belts.** Drivers and all passengers must wear properly adjusted and fastened safety belt systems while driving or riding in MSD vehicles or the employee's personal vehicle when driving for business purposes, even if airbags are available. Drivers are responsible for ensuring that passengers wear properly adjusted and fastened safety belts.

**Smoking.** Drivers and passengers may not smoke in MSD vehicles, nor may they hold their lit cigarette/e-cigarette outside of the vehicle window, door, or other opening.

**Distracted Driving.** Drivers may not engage in distractions while driving, such as texting, operating electronic devices, eating, applying makeup, etc.

**Securing Vehicle/Unattended Vehicles.** Drivers are responsible for the security of assigned vehicles. No vehicle may be left unattended with keys in the ignition unless required for their job and only if the door is locked and a second set of keys is used. When a vehicle is otherwise left unattended, the vehicle engine should be shut off, ignition keys removed, and vehicle doors locked.

**Securing Loads.** Drivers are responsible for securing any load or materials transported in or by an MSD vehicle.

**Expectation of Privacy.** Employees have no expectation of privacy in MSD vehicles because they are MSD property. The MSD reserves the right to search or track MSD vehicles at any time, for any purpose, at any location, with or without notice. All MSD vehicles have GPS trackers and supervisors are expected to review their team's vehicle usage.

**Authorized Passengers.** Passengers are limited to individuals who need to ride in the MSD vehicle to conduct MSD business. Children, family members, friends, etc., are not permitted to ride in MSD vehicles.

#### **Exceptions.**

1. In emergencies where the employee has a reasonable belief, based on the totality of circumstances, that an individual's life, safety, health, or physical welfare of an individual would be threatened without the security and/or transportation the vehicle could provide. Examples of such emergencies include, but are not limited to, accidents involving personal injury, acute illness, and actual and potential victims of crime and violence.
2. In motorist passenger assistance where there is no immediate emergency, but under the circumstances, the employee has a reasonable belief that the failure to transport the motorist and/or passengers results in such person being left in real or potentially real danger or would result in extreme inconvenience to them. The use of an MSD-owned vehicle in such cases is limited to transporting motorists and their passengers only to those places where they are reasonably safe and have a reasonable opportunity to obtain continued help without further conveyance in an MSD-owned vehicle.

#### **Personal Use of an MSD Vehicle**

Incidental use in the course of the employee's daily assignments is generally allowed. Examples of incidental use include an employee stopping for a snack while en route from one job site to another or

depositing a paycheck while on break and en route from one job site to another. The MSD vehicle may not be used for any personal use outside the employee's work hours except for incidental use to or from the employee's daily assignments such as stopping at the store while in route to/from work/home. The MSD may also authorize a vehicle to be driven to an employee's home in certain circumstances, such as after a late-night meeting or inspection away from the main MSD offices, where weather or other factors make the return of the vehicle to MSD offices impractical or unsafe, when the MSD offices are a greater distance from the meeting or inspection location than the employee's home.

### **Commuter Use of an MSD Vehicle**

Commuter use must first be approved by the General Manager or in their absence, the Associate General Manager. Commuter use of an MSD Vehicle is travel, not on work time, from the first trip outbound at the beginning of the work period and the last trip back home at the end of the work period and vice versa.

The MSD plans to cease all commuter use of MSD vehicles on January 1, 2027, with the exception of late-night meetings as noted above and of those "on-call" with a high probability of being called out to an emergency. On-call must be able to show a history of actual call-outs, not the potential for calls.

To ensure the safety of the MSD vehicle, the following rules will be followed:

- The employee will drive directly home after the evening meeting,
- The vehicle is not parked on the road, but in the employee's driveway or garage,
- The vehicle is locked and if not in a locked garage, all valuables, tools and equipment are removed.
- The vehicle is returned to the MSD the following workday morning by no later than 9:00 am, unless other arrangements are made with the appropriate Director.
- If employees are out of the office on planned leave the next workday morning, they are not to use the vehicle for commuting under this policy.
- The employee schedules the vehicle on the MSD vehicle calendar for the duration of use, unless the vehicle is assigned to them
- There is no personal use of the MSD vehicle in accordance with MSD policy.
- Employees must notify the appropriate supervising director by 9:00 am the following day after an MSD vehicle has been taken home under this policy.

Important note: The IRS considers commuter use of an MSD vehicle to be a taxable fringe benefit to the employee commuting in the MSD vehicle, whether as a driver or passenger, unless the vehicle is specifically excluded under the IRS law. Examples of vehicles excluded under the IRS law include fire trucks, snowplows, and a department's designated on-call vehicle when the employee serves in the official on-call capacity. To calculate the value of the fringe benefit, the MSD has adopted the Commuting Valuation Rule, a flat \$1.50 each way (\$3 round trip) for employees who are required to commute in the MSD vehicle for the benefit of the MSD.

### **Subsequent Modifications/Higher Law**

**Policy Not Exhaustive:** The MSD's Board of Trustees reserves the right to add to, delete from or change this Policy at any time. The Policy stated above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise, and other rules or regulations of the MSD may apply. The MSD may vary from the Policy, subject to applicable state and federal laws, if the circumstances so warrant.

**Higher Law to Control:** In the event of any conflict between the Policy and any applicable federal or state law, rule, or regulation, the law, rule, or regulation, including amendments and modifications thereto, shall

control to the extent of such inconsistency.

### **Loss of Property or Funds**

**Notification of Loss.** Any employee who is responsible for, has access to, or has been given possession of MSD property or funds shall immediately notify the department head of the loss of or inability to account for such property or funds. Also, any other employee who is aware of such a loss, irrespective of who may be the responsible party, shall also notify their department head of the loss.

**Coverage by Bond.** Upon discovering a loss of property or funds or upon receiving such notice from another person, the department head shall immediately notify the General Manager or in their absence, the Associate General Manager, the police department, and the MSD's insurance company of the loss or facts indicating that a loss has occurred.

**Investigation.** An investigation shall be conducted of the facts surrounding any loss. The results of the investigation shall be forwarded to the General Manager or in their absence, the Associate General Manager.

### **Purchases and Reimbursements**

**Purchases by Deception.** No employee may purchase any item for private use or consumption in the name of the MSD by giving the impression that the item is purchased for the use or benefit of the MSD or at a discount because of the employee's connection to and employment by the MSD. Any person violating this Section may be subject to disciplinary action up to and including termination. This does not apply to general government discounts that may be honored by a business for which any government employee would qualify. For example, a hotel may have a government rate for leisure travel.

**Reimbursements.** Requests for reimbursement must be accompanied by an original receipt and written explanation stating the MSD-related business purpose for the expenditure. If original receipts are unavailable, the employee may submit a signed statement, approved by the department head, indicating all information normally contained on a receipt.

**Sales Tax Exempt.** The MSD's Sales Tax-Exempt number is only to be used on bona fide MSD purchases.





## **EDUCATIONAL REIMBURSEMENT PROGRAM POLICY**

**Purpose.** The MSD established a benefits program that provides regular and appointed-status employees with reimbursement for advancing their education. This policy defines the terms and conditions under which employees may be granted reimbursement.

Work-related training or required certifications may already be covered by department training budgets; therefore, these are not eligible for the Educational Reimbursement Program.

### **Definitions**

**Educational Reimbursement Review** - Review by designated representatives from human resources, finance, and another functional area who have the responsibility for reviewing, verifying, and approving requests for educational reimbursement benefits.

**Accredited College or University** - The MSD recognizes schools as accredited institutions if they are recognized by the Higher Education directory.

**Educational Reimbursement Program** - The Program is designed to assist employees in completing an approved and accredited two-year associate degree, four-year bachelor's degree, master's degree, or doctoral degree.

**Work-Related Training/Required Certifications** - Courses and exams that assist the employee in developing knowledge and skills that directly relate to the employee's current occupation or profession or for internal positions for which the training(s) are developmentally appropriate. Training and education intended to maintain licensure or certification required for the job may be paid for through department training budgets.

**Policy.** Pending available funding, the employee's supervisor, and the department head's approval, eligible employees may receive financial reimbursement for education as follows:

1. Full-time permanent employees are eligible for this benefit upon successful completion of their probationary period. Employees on a performance improvement plan are not eligible.
2. Employees may receive financial reimbursement to obtain a technical degree, an associate's, or a higher degree in a field that directly or complementarily relates to work performed by the MSD.
3. Employees apply for educational assistance reimbursement benefits during the application period, include a complete official copy of the course curriculum (unless one has already been submitted), and identify the course the employee plans to be reimbursed for during the fiscal year. Changes, deletions, or additions to the approved application require submitting an amended application and documentation. Such changes are subject to approval. The MSD is not responsible for reimbursement of classes that have not received prior approval.
4. Under this program, all courses, including courses that are not job-related or MSD-related, are eligible for reimbursement up to the allotted amount if such courses are required as a condition of completion or graduation by the academic institution degree that relates to work performed by the MSD as described in Section 2 above.
5. Reimbursement is subject to available funding approved each fiscal year but is limited to the IRS-approved limits per fiscal year. Reimbursement totals accumulate based on the date the bill is paid or reimbursed by the MSD, not the date the course(s) ended.





The level of reimbursement for eligible costs is as follows:

1. Technical or Associate degree - \$2,000 annually
2. Bachelor's degree - \$3,000 annually
3. Master's degree - \$4,500 annually
4. Doctoral degree - \$5,250 annually

To be eligible for reimbursement/payment, a grade of "C" or higher is required for undergraduate classes. For graduate (Master's and Doctorate) degrees, only one "C" will be paid for as a "C" in most graduate schools is considered a marginally passing grade. For courses that do not receive grades, such as PASS/FAIL courses, the employee must submit a recognized certificate or letter from the school verifying that the employee has satisfactorily completed the course (unofficial transcript or diploma). The following expenses are eligible for reimbursement:

1. Course tuition/registration fees;
2. Required course books and syllabi;
3. Reasonably priced materials that will assist a disabled employee (Special consideration will be made in compliance with the EEO/ADA policy);
4. Concurrent enrollment, home study, Internet, and other educational methods if such courses comply with the Program guidelines.

The following expenses are not eligible for reimbursement. This list is not all-inclusive. The General Manager or, in their absence, the Associate General Manager must approve any expenses not specifically mentioned above.

1. Out-of-state tuition fees/non-member fees
2. Course(s) retaken/repeated tuition and all applicable fees (registration, books, syllabi, etc.)
3. Late registration fees/charges or fines
4. Registration fees for special/unique programs
5. Computers/equipment, Internet access, and/or general classroom supplies such as calculators or other equipment
6. Transportation
7. Parking fees
8. Meals
9. Textbooks, manuals, or other materials that would aid the employee in studies but are not required for the course
10. Tutors or other study aids
11. Certificate or continuing educational programs in addition to degree-seeking programs

If an employee is entitled to Veteran's or other educational benefits (i.e. grants or scholarships), the employee may use such benefits in lieu of MSD reimbursement. MSD reimbursement will be reduced by the amount of reimbursement for which the employee uses from the Veterans' Administration or any other granting source. In other words, employees will not receive more than the total related costs for the training when all educational-specific benefits are added together.



Employees who participate in the Educational Reimbursement Program and are terminated for cause or voluntarily terminate their employment with the MSD must refund any monies paid by the MSD for the preceding 12-month period on a prorated basis (i.e. if nine months have passed since the reimbursement, the employee would refund 25% of monies paid by the MSD constituting the remaining three months of the 12-month period).

Employees are not automatically granted a level or step advancement upon completion of the Educational Reimbursement Program. All promotion and advancement opportunities follow respective policies.

The MSD reserves the right to delay, deny, or discontinue the Educational Reimbursement Program at any time and for any reason.

## **BUILDING INSPECTOR AND PLANS EXAMINER EMPLOYEE DEVELOPMENT PROGRAM**

### **PURPOSE:**

The Greater Salt Lake Municipal Services District (MSD) must develop specific skill sets internally to meet current and projected demands that are difficult to fill from external sources. The Building Inspector and Plans Examiner Development Policy is the MSD's internal learning and development program to develop building inspectors and plans examiners. It pertains to building Inspector (BI) positions and Plans Examiner (PE) positions that require specialized training and certifications identified by the Director of Planning and Development Services (the "DPDS") and the General Manager (GM). This policy covers only the certifications and positions identified by the DPDS and GM. Optional or other certifications are not covered under this policy. This policy outlines the requirements and potential compensation for completion of professional certification tests as identified by the MSD. Due to the unique nature of this policy, it is subject to change at any time.

**REFERENCES:** N/A

### **APPLICABILITY**

This policy applies to all permanent, full-time employees of the MSD who have completed their probationary period. Because this program focuses on succession planning, only those staff who currently work in, or whom leaders intend to transfer to building inspector or plans examiner positions are eligible. In other words, only those serving as a BI or PE and those for whom a BI or PE position would be a lateral transfer or serve as career progression are eligible. Generally, other employees do not qualify for this program.

Ineligible employees:

1. Part-time employees are generally prohibited from taking part in this program. However, part-time employees who have been with the MSD for more than one year may be considered on a case-by-case basis. Temporary employees and contractors are not eligible for this program.
2. Employees who are currently involved in a disciplinary action, are on a Performance Improvement Program (PIP), or earn a CAPE score of less than 3.5 are ineligible for one year from the date the issue is resolved.

### **POLICY**

1. This program is precisely focused on meeting likely staff shortfalls; it is subject to alteration or termination at any time for any reason at the direction of the MSD's General Manager.
2. This policy is subject to budget approval and subsequent funds availability. An annual budget will be set at the beginning of the fiscal year, but it is subject to change.
3. This program is intended to ensure an internal pool of candidates for BI and PE positions. Therefore, employees who take part in this program will transition to the first available position that capitalizes on the training certifications at the sole discretion of the DPDS. Eligible positions include: Building Inspector I, Building Inspector II, Plans Examiner I, and Plans Examiner II. Once a saturation point has been reached, this program may be paused or terminated.
4. Employees who apply for the Building Inspector and Plans Examiner Development are not guaranteed entry into the program.
5. Employees approved to participate in this program may study for the certification test during work hours for four (4) hours a week, for a maximum of six (6) consecutive weeks. The MSD will not compensate any additional time taken to prepare for an exam. Studying



- during work hours must abide by the Hybrid Work policy when not in the office.
6. It may be necessary to study on personal time, which will not be compensated as time worked.
  7. The MSD encourages shadowing certified inspectors and examiners before and during enrollment in this program. The requester's supervisor, the Building Official, and the DPDS will determine if staffing requirements allow for shadowing opportunities.
  8. The MSD may pay courses, trainings, and reasonable study materials under the sole discretion of the DPDS. All purchases must be approved in advance by the employee's manager and DPDS. Employees are required to provide documentation of the training(s) they complete.
  9. The MSD will pay first-time testing fees for certification and licenses under the sole discretion of the DPDS.
  10. All testing fees must be approved in advance by the DPDS.
  11. Upon successful documented completion of the certification test, the employee will be eligible for an increase in their hourly wage of \$.75 per certificate and up to 8 certifications as identified by the DPDS. The approved list of certifications is found in Annex B (Approved Certifications)
    - a. An additional \$1.00 per hour will be paid for those who successfully complete:
      - i. "4-way certification" in either residential or commercial inspection AND
      - ii. Complete one year of experience in the area of certification after achieving the 4-way certification. Successfully working in the position is defined as earning a CAPE score of at least 3.5.
    - b. An employee's total pay may exceed current pay bands based on course completion.
  12. Employees are expected to remain with the MSD for two years to compensate for the training time and testing paid for by the MSD. If the employee chooses to leave the MSD or if the employee's employment with the MSD is terminated for any reason before the two years have been satisfied, the employee will be responsible for compensating the MSD for the prorated cost of the materials and testing fees incurred. Each certification sought or obtained will be treated independently and the two-year work requirement will be calculated from the last cost that was incurred for that certificate. Prorated repayment will be made through a deduction from the employee's final paycheck or payout of unused vacation.
  13. Failed exams
    - a. If an eligible employee fails to pass a certification test, the employee will pay for subsequent examination fees. Following the first attempt, The MSD will only **reimburse** the employee for the successful/passing certification examination.
    - b. An employee is personally responsible for paying for follow-up, instructional materials and/or classroom instruction.
    - c. An employee will not be granted additional time out of the office to study or prepare to retake an exam.
  14. Termination
    - a. This program is subject to termination at any time to meet the MSD's needs.
    - b. Employees in the program who enter disciplinary action, are placed on a Performance Improvement Program (PIP), or earn a CAPE score of less than 3.5 will be removed from the program and will remain ineligible for at least one year from the date of termination.



## **PROCEDURE**

This procedure will be followed to request to participate in this training program:

1. The DPDS identifies the need for training to fill a current or likely gap.
2. The employees, their supervisor, the Building Official, and DPDS discuss the training program under this policy.
3. The employee completes the training agreement in Annex A and obtains approval from their supervisor, then the Building Official, then the DPDS, and finally the GM.
4. The MSD will pay for the initial certification examination and material. All purchases must have prior written approval by the DPDS and will only be purchased with an MSD credit card. Employees will not be reimbursed for purchases made outside of this policy.
5. The employee must schedule all absences in advance with their supervisor. However, MSD requirements supersede an employee's training plan.
6. Employees must provide a scanned, signed copy of their certifications and/or licenses once received.
7. If the employee fails an exam, they are expected to retake it at their own expense as described above.
8. DPDS will notify human resources of the successful or unsuccessful completion of the certification and authorize the increase in compensation.
9. Human resources will adjust the employee's pay.

## **APPROVED CERTIFICATIONS**

### **Building Inspector Certifications**

1. Residential Plumbing Inspector Residential Mechanical Inspector
2. Residential Electrical Inspector
3. Commercial Building Inspector
4. Commercial Plumbing Inspector
5. Commercial Mechanical Inspector
6. Commercial Electrical Inspector

### **Plans Examiner Certifications**

Pending Final Approval



## ANNEX A: BUILDING INSPECTOR AND PLANS EXAMINER DEVELOPMENT TRAINING REQUEST AND AGREEMENT

This request and agreement specifies the applicable conditions for a Greater Salt Lake Municipal Services District (MSD) employee to participate in the Building Inspector (BI) and Plans Examiner (PE) Development Program. This request only becomes an agreement if the MSD's General Manager approves it. The undersigned agrees that:

1. The employee has read, understands, and agrees to the policy in its entirety.
2. This program is subject to alteration or termination at any time.
3. This policy is subject to budget approval, subsequent funds availability.
4. This program is intended to ensure an internal pool of candidates for BI and PE positions. Therefore, employees who take part in this program will transition to the first available position that capitalizes on the training certifications at the sole discretion of the DPDS. Eligible positions include: Building Inspector I, Building Inspector II, Plans Examiner I, and Plans Examiner II.
5. Once a saturation point has been reached, this program may be paused or terminated.
6. Employees who apply for the Building Inspector and Plans Examiner Development are not guaranteed entry into the program.
7. A separate agreement is required for each certification being sought by an employee.
8. The employee will adhere to the active work hours study schedule. Training plans are subject to change to meet MSD workload requirements.
9. It may be necessary to study on personal, uncompensated time.
10. Performance expectations have been discussed and are clearly understood.
11. The Employee understands that if they leave the employment of the MSD within two years from a cost being incurred for a certification under this agreement, the employee will be required to repay a prorated amount of costs associated with the certification, and that each certification stands alone for purposes of this requirement.

I hereby affirm by my signature that I have read this Building Inspector and Plans Examiner Development Program and understand and agree to all its provisions. The *Employee Development Agreement* itself is not a contract of employment and may not be construed as one. I understand that I am subject to all previous confidentiality agreements, policies, and procedures of the MSD. This agreement pertains to the following certification:

Certification:

Proposed test date:

**I understand that the *Employee Development Policy* does not create an express or implied contract or promise of employment for a definite term.**

NAME	ROLE	SIGNATURE	ACTION (circle one)	DATE
	Requestor		N/A	
	Supervisor		RECOMMEND: APPROVAL or DISAPPROVAL	
	Building Official		RECOMMEND: APPROVAL or DISAPPROVAL	
	DPDS		RECOMMEND: APPROVAL or DISAPPROVAL	
	GM		<b>APPROVED or DISAPPROVED</b>	
	HR		MANAGING	



## **EMPLOYEE TRAVEL POLICY**

### **Policy**

The MSD's Employee Travel Policy authorizes pay for and/or reimbursement of reasonable expenditures incurred by employees on authorized travel consistent with this Section and applicable government regulations. This policy sets forth the expectations, guidelines, and procedures for costs associated with travel undertaken on behalf of the MSD. Employees should conduct travel with an awareness that MSD funds are being utilized and, therefore, keep the MSD's best interests in mind when arranging and booking travel. The quality of travel, accommodations, and related expenses should be governed by what is reasonable, appropriate, and customary to the business and travel purpose involved.

### **Approval**

**All Travel approvals must be in writing utilizing the MSD's form.**

**Same-Day Travel:** Approval for daily travel expenses incurred during the course of work is approved by one's department head.

**Overnight In-state Travel:** Prior to incurring any expense, overnight travel shall be approved by the employee's supervisor, department head, financial officer, and the General Manager or in their absence, the Associate General Manager. The MSD may approve lodging the night before a conference begins or the night of the last day of the conference to ensure the safety of the traveling employee. However, if an employee can reasonably travel to or from a conference the same day the conference begins or ends (e.g. the conference begins at 1:00 pm and the employee could reasonably travel in the morning and arrive in time, or the conference ends at noon and the employee could reasonably travel in the afternoon and/or early evening), then lodging is not ordinarily approved unless a cost savings can be demonstrated. Overnight accommodations may be approved when the training location is more than 50 miles from the employee's place of residence. The cost of accommodations must be approved as provided on the travel request form prior to travel. In case of extenuating circumstances (such as inclement weather), the General Manager or in their absence, the Associate General Manager or their designee may approve accommodations less than 50 miles.

**Out-of-State Travel:** Prior to incurring any expense, the travel request shall be approved through the employee's supervisor, the department head, the financial officer, and final approval authority by the General Manager or in their absence, the Associate General Manager. The MSD may approve lodging the night before a conference begins or the night of the last day of the conference to ensure the safety of the traveling employee. However, if an employee can reasonably travel to or from a conference the same day the conference begins or ends (e.g. the conference begins at 1:00 pm and the employee could reasonably travel in the morning and arrive in time, or the conference ends at noon and the employee could reasonably travel in the afternoon and/or early evening), then lodging is not ordinarily approved unless cost savings can be demonstrated e.g. traveling a day early results in significant airfare savings to offset the additional lodging and per diem.

### **Vehicles**

**Personally Owned Vehicle Use When Required.** When the employee is required to use their personally owned vehicle for MSD business, the employee may be reimbursed for mileage at a rate established by the IRS published business mileage rate. This rate may vary from year to year. Mileage is calculated based on the place of residence or the MSD offices, whichever is least costly to the MSD.



**Personal Vehicle Use by Choice.** If an employee does not want to travel with a group (i.e. their family wants to go on vacation after or they prefer not to ride with a specific co-worker), the department head may consider such a request and consider the totality of the circumstances, including costs.

**Preference to Travel by Vehicle Rather Than by Public Transportation.** If an employee, by their own choice, declines to use available and reasonable public transportation, reimbursement (including any meals and lodging that may be incurred) may not exceed the cost of the public transportation (i.e., tourist class airfare, mileage reimbursement to and from the airport, hotels, meals, plus other travel expenses that may be incurred).

### **Meals While Traveling/Away From The Workplace**

**Day Meals / Same Day Travel.** Same-day travel is defined as travel away from the MSD's business premises that begins and ends at a home base/work and occurs in one calendar day (i.e. begins on Monday and ends on Monday). The IRS has specific rules regarding meals provided to employees who do not incur an overnight stay. Reimbursement rules are:

1. **Meals During Convention or Training:** Meals provided to employees while attending conventions or training are generally included with the training registration fee or billed to the MSD. An example would be a keynote speaker giving a presentation during the lunch hour of the conference, where lunch is provided.
2. **Meals When Conducting Official Business:** Meals incurred when employees are required to work during their normal meal period to conduct official MSD business may be reimbursed tax-free. These business meals are infrequent and occur when it is more prudent to conduct business matters in this manner, than not. The amount should follow the per diem listed below for the respective meal. For example, meeting with a consultant to conduct MSD business vs. meeting with a supervisor to discuss a work matter.
3. **Meals for Safety Reasons:** Incidental meals provided due to safety reasons such as requiring snowplow drivers to take a paid rest break, when a meal is provided as part of a public recognition or commendation, or for incidental expression of appreciation are allowed tax-free. The amount should follow the per diem listed below for the respective meal.

In rare circumstances, other meals for same-day travel may be reimbursed to the employee, but must be done through payroll as a taxable fringe benefit. The reimbursement request is to be forwarded to payroll with receipts.

4. **Per Diem for Overnight Travel.** Employees are provided with a tax-free meal per diem while on approved overnight travel. Per Diem is based on the traveler's location. The meal per diem covers meals, tips, and drinks and is reduced appropriately when meals are included with the training/seminar or as part of the hotel package (i.e. reduce allowance when a hot breakfast is provided at the hotel but excludes continental breakfasts).

The MSD recognizes that some out-of-state training locations are more costly, and meal expenses may exceed the cumulative total of the allotted meal per diem. In such cases, the employee may submit receipts to be considered for reimbursement, but tax-free reimbursement may not exceed the IRS-established per diem for the respective geographic location.



## **Other Reimbursable Expenses**

The following expenses are eligible for reimbursement by submitting an MSD Expense Report with any required receipts or supporting documentation.

1. Conference registration fees; non-taxable to the employee; receipt required.
2. Commercial airline fares are limited to tourist or economy fares. First class fare is reimbursable when tourist or economy fare is unavailable between specified points; non-taxable to the employee; receipt required.
3. Railway, bus, or boat fare is limited to coach fare plus the necessary lower berth or roomette. First-class fare is reimbursable when coach is unavailable and non-taxable to the employee; a receipt is required.
4. Mileage reimbursement for use of personally owned vehicle not to exceed the mileage allowance established by the IRS; non-taxable to the employee; receipt required.
5. Reimbursement for reasonable gas expenses for personal cars in lieu of a mileage reimbursement; non-taxable to the employee; receipt required.
6. Lodging, limited to actual costs reimbursement; non-taxable to the employee, so long as it does not exceed IRS allowable amounts available at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>; receipt required.
7. Road charges, parking fees, storage charges, emergency repairs, and similar items for MSD-owned vehicles reimbursement; non-taxable to the employee; receipt required.
8. Charges for car rental or similar services; non-taxable to the employee; receipt required.
9. Reasonable taxi, shuttle, and similar transportation reimbursement; non-taxable to the employee; receipt required.

## **Non-Specified Expenses**

Reimbursement for expenses not specified in this Section requires the General Manager's or, in their absence, the Associate General Manager's approval, and receipts must be provided.

## **Special Rules for Room Sharing**

For risk management purposes, the MSD prefers that employees not share rooms. However, there may be circumstances when housing accommodations are paid by grants or other agencies, and room sharing may be a condition of such funding. A supervisor may not share a hotel room with an employee, nor may male/female employees share a room unless the employees are married to each other, cohabitate with one another, or are closely related. Suite arrangements, when more cost-effective, are considered on a case-by-case basis with risk management and privacy concerns being a priority.

## **Travel Advance**

Employees may receive a travel advance up to the anticipated travel expenses. Unused funds, an itemized account of all expenses, and any required receipts, such as hotel receipts, must be returned to the MSD within one week of travel completion.

## **Travel Time**

For purposes of this Section, employees are paid for all travel time unless it is overnight, in which case employees are paid for all hours while engaged in actual travel and actual MSD business. Once the employee has arrived at the destination, hours worked include those while the employee is performing MSD business and do not include personal time (i.e., evenings, meal periods, or optional conference activities not directly related to the conference subject matter.) Time zone changes must be taken into consideration when determining actual hours worked.



### **Alternate Travel Arrangements Yielding Cost Savings**

The MSD recognizes that circumstances may arise where management may approve alternative travel arrangements or reimbursements provided that doing so results in overall cost savings and does not exceed IRS-allowed non-taxable travel limits. For example:

1. An employee agrees to take a personal RV trailer to stay in while at training as it will cost less than staying in a hotel. The manager agrees to reimburse the employee for actual gas expenses incurred in lieu of mileage because pulling the RV costs more than the standard mileage rate.
2. An employee stays with a friend or relative while at the training in lieu of a hotel.
3. An employee who is unable to fly asks to be allowed to drive. The manager agrees, provided that all expenses do not exceed what would have been incurred if the employee flew.
4. An employee flies to a nearby alternate city and rents a car for less than the airfare and public transportation to the conference location, and to the destination city where the conference or training is located.

### **GLOSSARY**



**At-will employees.** Employees who were hired on or after January 1, 2023 (unless otherwise stated in the policy). At-will employees have no obligation to continue working for the MSD, and the MSD has no obligation to employ an employee for any fixed period or duration. Each employee is free to resign at any time, with or without cause, and with or without advance notice. The MSD similarly may terminate the employment relationship at any time, with or without cause, and with or without advance notice. These are not “merit employees,” nor do the same rules govern them.

**Extended unpaid leave.** Extended unpaid leave is now called by its more common name, “Leave of Absence” or “LOA.” See below.

**Furlough.** An employer-directed mandatory, temporary, unpaid absence from work, after which an employee is intended to return to work. It is often a cost-saving tool used in lieu of a reduction in force (RIF). See also layoff and reduction in force (RIF).

**Layoff.** A reduction of employees is based on conditions, not the employee’s performance. The employees may be recalled to work. See also furlough and reduction in force (RIF).

**Leave of Absence (LOA).** Formerly called “extended unpaid leave.” An unpaid period of absence from work. LOAs are generally prohibited. However, in extreme cases, the MSD’s General Manager may approve it.

**LOA.** Leave of Absence. See the definition above.

**Merit Employees.** Employees who were hired on or before December 31, 2022 (unless otherwise stated in the policy) and who have completed their required merit probationary period. Merit employees exclude temporary, intern, seasonal, on-call, appointed, or employees within their probation period (including merit employees in their probationary period) regardless of hire date. These are not “at-will” employees, nor are they governed by their rules.

**Reduction in Force (RIF).** The permanent elimination of positions reduced full-time positions and the number of employees. See also furlough and layoff.

**Years of Related Experience (YORE).** Formerly referred to as “Years of Service”. YORE is a tool used to assess the number of years of direct, MSD-position-related experience an employee is credited with at a given time. This calculation is utilized to determine two components of an employee’s compensation. First, YORE determines one’s initial pay and vacation leave accrual rate; second, YORE determines one’s current vacation leave accrual rate.

**Year of Service.** This term refers to the number of years an employee has accrued toward retirement. It may also be utilized in reference to Service Credit Purchases.

## RIGHT TO ADD OR CHANGE

The MSD reserves the right to add or change any or all policies contained in this manual pursuant to this Section. Although the MSD desires to openly communicate with employees and provide advanced notice of proposed changes, such changes may be made without prior notice to the affected employee(s) when deemed necessary or otherwise appropriate for the efficient operation of the MSD.

## LIMITATIONS



Any and all provisions contained in are subject to the MSD's budget limitations and restrictions and shall not overspend the MSD budget.

### **SEPARABILITY CLAUSE**

If any Section of these policies and procedures is found to be invalid, that finding will not invalidate the other sections of the MSD's Personnel Policies and Procedures Manual. If the MSD approves any separate policy that conflicts with a component of this policy, the more recently approved policy shall prevail over the corresponding component of this policy.





**Acknowledgment for At-Will Employees:**

I acknowledge that I have access to a copy of the Personnel Policies and Procedures Manual which outlines the policies, practices, and benefit guidelines of the MSD. I accept responsibility for informing myself about these policies and if I have questions, will ask that they be explained to me.

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

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

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

Employee Name (Please Print) \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_



### **Acknowledgment for Merit Employees:**

I acknowledge that I have access to a copy of the Personnel Policies and Procedures Manual which outlines the policies, practices, and benefit guidelines of the MSD. I accept responsibility for informing myself about these policies and if I have questions, will ask that they be explained to me.

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

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

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Employee Name (Please Print) \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_