WHITE CITY WATER IMPROVEMENT DISTRICT

POLICIES AND PROCEDURES MANUAL

August 2026

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CHAPTER THREE – ADMINISTRATIVE PERSONNEL POLICIES AND PROCEDURES

3.1 PERSONNEL POLICY

This chapter of the Policy and Procedure Manual ("Policy Manual") for the White City Water Improvement District ("District") shall be known as the District's Personnel Policy. Copies of the Personnel Policy, together with the rest of the Policy Manual, shall be made available to all regular full-time employees of the District. A "Regular Full-Time Employee" of the District is generally defined as an individual whose term of employment contemplates continued employment during a calendar year, who is normally scheduled to work an average of 31 hours or more per week (unless that hourly threshold is otherwise modified by the Board of Trustees), and who receives the employment benefits the District provides to its other regular full-time employees. A copy of this chapter may also be provided, at the General Manager's discretion, to part-time, seasonal, or temporary employees of the District.

Except as expressly stated in a written agreement signed by the General Manager and approved by the Board, employment with the District is at-will. Nothing in this Policy Manual is intended to create, and shall not be construed to create, an express or implied contract of employment for any specific term, or any property right or entitlement to continued employment. Subject to the procedural protections expressly provided in this Chapter for non-probationary merit employees, the District and the employee each retain the right to end the employment relationship at any time.

3.1.1 PURPOSE OF PERSONNEL POLICY

The Personnel Policy has been adopted to guide the District's efforts in promoting quality performance, equity in employment, and the professional growth and career development of its employees, and to ensure compliance with applicable federal and state employment laws.

3.1.2 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

The District is an equal opportunity employer. The District does not discriminate against any employee or applicant for employment in any personnel action — including recruitment, hiring, compensation, benefits, training, assignment, promotion, discipline, or termination — on the basis of any characteristic protected by federal or Utah law.

Consistent with Utah Code § 34A-5-112, the District will not take adverse employment action against an employee for the lawful expression of the employee's religious, moral, political, or personal convictions outside of the workplace, except where the expression or activity is in direct conflict with the essential business-related interests of the District.

The District provides reasonable accommodations to qualified individuals with disabilities and to applicants and employees with known limitations related to pregnancy, childbirth, or related medical conditions, in accordance with the Americans with Disabilities Act, the Pregnant Workers Fairness Act, the Utah Antidiscrimination Act, and other applicable laws, unless doing so would impose an undue hardship on the District. Any employee or applicant who needs an accommodation should contact the General Manager. Requests will be addressed through an interactive, good-faith dialogue.

The District prohibits retaliation against any employee or applicant who, in good faith, opposes a discriminatory practice, files a charge or complaint, requests an accommodation, or participates in any investigation, proceeding, or hearing concerning discrimination, harassment, or retaliation. Concerns about discrimination, harassment, or retaliation should be reported promptly under the procedures set forth in this Chapter.

3.1.3 PROFESSIONALISM

All employees of the District are expected to maintain high standards of personal and professional conduct. This includes sincere respect for the rights, dignity, and well-being of others, and refraining from conduct that could be harmful to the employee, to co-workers, or to the District, or that could damage the District's relationships with customers, vendors, regulators, or the public. An employee whose performance, work habits, attitude, or demeanor is unsatisfactory, or who fails to perform assigned duties and responsibilities at the levels expected of the position, may be subject to discipline up to and including dismissal, in accordance with the procedures set forth in this Chapter.

3.2 RECRUITING OF EMPLOYEES

3.2.1 JOB DESCRIPTIONS

Before an applicant is hired or an employee is promoted to a new or revised position, a written job description for the position must be prepared, approved by the Board, and assigned a pay range as provided in this Chapter. Job descriptions describe the essential functions, general duties, responsibilities, qualifications, education, certifications, and skills required to perform the position adequately, and identify any physical or environmental requirements relevant to the position. The

General Manager may modify a job description from time to time as the District's needs change. A copy of the applicable job description will be provided to each employee, who shall acknowledge in writing receipt and understanding of it. A copy of each current job description shall be maintained as part of Addendum I-C of this Policy Manual.

3.2.1.1 PAY RANGES AND HIRING PAY RATES

Hiring pay rates for new employees shall not be less than the minimum of the pay range established for the position and shall not exceed the top of the pay range. If an applicant has qualifications that clearly exceed those described in the job description, the General Manager may, with Board approval, establish a new or modified position and pay range. The District will include the applicable pay range in external job postings to the extent required by applicable law and consistent with the District's commitment to pay transparency.

3.2.2 INTERNAL HIRES AND PROMOTIONS

The District values the development of its current workforce and gives first consideration to qualified current employees when filling vacancies, except in circumstances where the General Manager determines that external recruitment is necessary or appropriate.

3.2.2.1 ANNOUNCEMENT

To give existing employees first priority for position openings, an announcement of the opening will be posted in at least one location selected by the General Manager and accessible to all qualified employees, for at least five working days before the announcement is made to external sources. The General Manager may waive this requirement when the General Manager determines that no current employees are qualified for the position or that other sufficient business reasons justify immediate external recruitment.

3.2.2.2 APPLICATION

Any current employee, regardless of classification, who is interested in a posted opening must notify the General Manager (or other person designated in the announcement) in writing within the time specified in the announcement. An employee who has previously applied for a similar or related position may be considered for a current opening whether or not the employee files a new application.

3.2.2.3 REVIEW

External applicants will be considered only after the District reviews applications from current employees and determines that no qualified internal candidates have applied or that an insufficient number of qualified internal applications have been received.

3.2.2.4 OFFER

A current employee offered a vacant position has the right to accept the offer, including the associated pay rate, or to retain the employee's current position, except where the current position is being eliminated through a reduction in force, restructuring, or reorganization.

3.2.3 JOB ADVERTISING

All job announcements and advertisements will comply with equal employment opportunity requirements and will identify the District as an equal opportunity employer that provides reasonable accommodations for applicants with disabilities and for sincerely held religious beliefs. All such notices will identify the person from whom applications are to be obtained, the person to whom completed applications are to be submitted, the application deadline, and the applicable pay range to the extent required by law.

The District may use any combination of recruiting channels reasonably calculated to reach a diverse pool of qualified candidates, including the Utah Department of Workforce Services, online job boards, the District's website, professional associations, water-industry publications, and printed publications distributed in Salt Lake County. The General Manager has discretion to select the channels best suited to the position. When the District uses the Utah Department of Workforce Services, that posting alone is sufficient to advertise the vacancy externally; the General Manager may, but is not required to, supplement that posting with other channels.

3.2.4 EMPLOYMENT AGENCIES AND SEARCH CONSULTANTS

The District may use private employment agencies, search consultants, and similar third parties. Any such third party must comply with all applicable employment laws and with the District's equal employment opportunity and non-discrimination policies. The District does not delegate final hiring authority to any third party.

3.2.5 EMPLOYMENT SELECTION PROCEDURES

3.2.5.1 APPLICATION FORMS AND PERSONAL INFORMATION

All applicants must complete the application forms required by the General Manager. Consistent with the Utah Employment Selection Procedures Act, the District will not require an applicant to disclose a Social Security number, date of birth, or driver's license number on the initial employment application unless the request applies equally to all applicants and the information is needed to obtain a consumer report under the Fair Credit Reporting Act, to verify internal records, or for another purpose expressly permitted by law. Personal information collected during the hiring process will be retained, used, and protected in accordance with the District's written records-retention and confidentiality policies.

3.2.5.2 SKILL AND ABILITY TESTING

Applicants may be required to take and pass job-related ability tests that the General Manager determines are necessary for a particular position, including tests required for water operator certification or for other certifications required by federal or Utah law. Any test used in the selection process must be job-related and consistent with business necessity, and the District will provide reasonable accommodations to applicants with disabilities and for sincerely held religious beliefs in accordance with the Americans with Disabilities Act, the Utah Antidiscrimination Act, and other applicable law.

3.2.5.3 INTERVIEWS

The General Manager, or one or more department managers designated by the General Manager, will select an interview pool from applicants who satisfy the minimum qualifications for the position. During interviews, applicants will be asked questions related to background, experience, training, education, and qualifications for the position. Interviewers will not ask questions about an applicant's race, color, religion, sex, sexual orientation, gender identity, pregnancy or family-planning intentions, age, national origin, ancestry, disability, genetic information, military or veteran status, or any other characteristic protected by federal or Utah law, except where such an inquiry is permitted or required by law (for example, to verify legal authorization to work in the United States or to determine eligibility for a bona fide occupational qualification).

The District will not request, require, or rely on an applicant's prior salary or wage history as a factor in setting compensation. The District may discuss the applicant's salary expectations and the applicable pay range for the position.

3.2.5.4 REFERENCE AND BACKGROUND VERIFICATION

References will be contacted only with the applicant's signed written consent, which may be obtained as part of the employment application or on a separate form. The District may also verify educational credentials, professional licenses, certifications, and prior employment.

3.2.5.5 CRIMINAL BACKGROUND CHECKS

The District will not require an applicant to disclose a criminal conviction on the initial employment application or before the applicant's initial interview. If no interview is conducted, the District will not inquire about criminal conviction history before extending a conditional offer of employment. The District may inquire about, and consider, an applicant's conviction history during or after the initial interview, or after a conditional offer is extended.

The District will not ask about, or consider in any hiring decision, any arrest or other criminal record that has been expunged or sealed under Utah's Clean Slate law or any comparable law. An applicant whose record has been expunged may answer any question regarding that record as though the underlying action never occurred.

If the District learns of a conviction during the hiring process, the District will conduct an individualized assessment consistent with EEOC guidance, considering the nature and gravity of the offense, the time elapsed since the offense or completion of the sentence, and the nature of the position sought. A conviction is not an automatic bar to employment unless required by applicable law or the requirements of the position.

3.2.5.6 DRUG AND ALCOHOL TESTING

The District maintains a written drug and alcohol testing policy in accordance with the Utah Drug and Alcohol Testing Act (Utah Code § 34-38-1 et seq.) and other applicable law, which is set forth in a separate chapters of this Policy Manual and available to applicants on request. Applicants may be required to take and pass a pre-employment drug screening as a condition of employment, and post-offer testing will be conducted in compliance with that policy.

3.2.6 NOTIFICATION PROCEDURES AND WRITTEN OFFERS

Before a position is offered, the proposed offer must be evaluated by the General Manager and the Department Manager who will be responsible for the position and, if the position contains any management responsibility, by the Board of Trustees.

Job offers may be extended verbally but must be confirmed in a written offer letter delivered within a reasonable time. The written offer must be signed by the applicant before the applicant assumes the duties of a District employee. The written offer letter shall identify, at a minimum: the job title and a reference to or copy of the job description; the starting date; the starting pay rate; the six-month initial probationary period during which the employee may be terminated for any or no reason; and any conditions precedent to employment, which may include satisfactory completion of a Form I-9 employment eligibility verification, a criminal background check, a drug screening, verification of credentials, and any other lawful pre-employment requirement.

A conditional written offer does not constitute a contract of employment. The offer letter shall further state that nothing in the offer letter or this Policy Manual creates an express or implied contract of employment.

Once the applicant signs and returns the written offer letter and all conditions are satisfied, the offer is final. The original signed offer will be maintained in the employee's personnel file, with a copy given to the new employee.

3.2.6.1 NOTIFICATIONS TO NON-SELECTED APPLICANTS

Within five working days after the selected candidate accepts a job offer, non-selected applicants who interviewed for the position will be notified in writing or by email that another candidate has been selected. The District will retain applications, resumes, interview notes, test results, and related records in accordance with applicable record-retention requirements, including 29 C.F.R. § 1602.14 (one year from the date of the personnel action) and Utah's Government Records Access and Management Act.

3.2.7 ORIENTATION

Each newly hired employee will complete required onboarding paperwork and receive new-employee orientation on or about the first day of work. Orientation will include, at a minimum: an overview of the District's mission, structure, and key personnel; review of the Policy Manual and the employee's acknowledgment of receipt; completion of payroll, tax, benefits, and emergency-contact forms; review of safety policies and required safety training; and any position-specific training or certifications required at hire.

3.2.7.1 EMPLOYMENT ELIGIBILITY VERIFICATION

In accordance with the Immigration Reform and Control Act of 1986 and other applicable laws, all newly hired employees must establish their identity and authorization to work in the United States by completing Form I-9, Employment Eligibility Verification, issued by U.S. Citizenship and Immigration Services within the U.S. Department of Homeland Security, within the timeframes required by federal law. The new employee must declare, under penalty of perjury, that the employee is a United States citizen, a non-citizen national, a lawful permanent resident, or an alien otherwise authorized for employment in the United States and must present documents establishing identity and work authorization as required by Form I-9.

In addition, as a public employer subject to Utah Code § 63G-12-301 et seq., the District uses E-Verify to verify the work eligibility of all newly hired employees. The District also requires any contractor performing physical services within Utah on behalf of the District to register and participate in E-Verify as required by Utah Code § 63G-12-302.

The District maintains Form I-9 and E-Verify records in compliance with federal retention requirements and treats those records as confidential.

3.2.8 NEPOTISM

The District prohibits the employment of relatives and household members in violation of the Utah nepotism statute, Utah Code § 52-3-1 ("Employment of Relatives and Household Members Prohibited — Exceptions"), as amended. As used in that statute and this section, "relative" includes a father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, and "household member" means a person who resides in the same residence as the employee or public officer. No employee may directly supervise, evaluate, or make compensation decisions affecting a relative or household member, except as expressly permitted by Utah Code § 52-3-1. Any potential nepotism issue should be disclosed to the General Manager promptly, and disclosures involving the General Manager should be made to the Board of Trustees.

3.3 PROBATIONARY PERIODS

3.3.1 INITIAL PROBATIONARY PERIOD

Each new employee of the District shall serve a probationary period of at least six (6) months from the first day of work. The probationary period is part of the selection process and gives the District an opportunity to evaluate the employee's ability to perform the duties, responsibilities, skills, and other requirements of the position. During the probationary period, the employee remains an at-will employee and may be separated from employment at any time, with or without cause and with or without prior notice. A probationary employee does not hold merit status, has no property interest in continued employment, and is not entitled to the procedural protections set forth in §§ 3.8.6 and 3.14 of this Chapter for non-probationary merit employees. Nothing in this section limits the District's obligations under federal or Utah law, including the obligation not to discriminate or retaliate against any employee in violation of those laws.

The probationary period begins on the first day of work and continues until both (a) the employee has received a satisfactory evaluation under § 3.3.1.2, and (b) at least six months have elapsed from the date of hire. Time spent on any unpaid leave, including leave under the Family and Medical Leave Act, leave as a reasonable accommodation under the Americans with Disabilities Act or the Pregnant Workers Fairness Act, leave for military service under USERRA, and any other extended unpaid leave authorized by the General Manager, does not count toward the running of the six-month period. If an employee takes an extended leave during the probationary period, the probationary period is paused while the employee is on leave and resumes when the employee returns to work. The use of approved paid sick leave, vacation leave, holidays, jury duty, voting leave, or other authorized leave does not pause or extend the probationary period.

The District has an affirmative obligation to evaluate each probationary employee in writing before the end of the probationary period. If the probationary employee's supervisor fails to complete a written evaluation before the end of the six-month period, the General Manager shall extend the probationary period by written notice to the employee for a reasonable additional period (ordinarily not to exceed ninety days) within which the evaluation will be completed. Failure to evaluate, by itself, does not constitute a satisfactory evaluation, does not entitle the employee to merit status, and does not create any property interest in continued employment.

If a probationary employee receives an unsatisfactory evaluation, the General Manager and the employee's department manager may, at their discretion, (a) terminate the employee's employment, or (b) extend the probationary period in writing for a defined additional period, not to exceed an additional six months absent further written extension, during which the employee's performance will be re-evaluated. A satisfactory evaluation before the end of the probationary period does not obligate the District to retain the employee, does not convert the probationary employee to merit status before the end of the six-month period, and does not create any property or due process right in continued employment; the employee remains subject to separation under this section until the probationary period ends.

A probationary employee who is separated from employment is entitled, upon request, to an informal meeting with the employee's department manager and the General Manager to be heard regarding the basis for the separation. The decision of the General Manager is final and is not subject to the grievance, appeal, or hearing procedures available to non-probationary merit employees under § 3.14 of this Chapter, except where review is required by federal or Utah law (for example, claims of discrimination, retaliation, or violation of statutory rights). Whether or not the employee is separated, the employee shall have the right to review and respond in writing to any written evaluation placed in the employee's personnel file.

3.3.1.1 EVALUATION CRITERIA

Probationary evaluations consider all factors relevant to the employee's ability to make a positive contribution to the District in the assigned position, which may include productivity, quality of work, attendance, punctuality, ability to learn, initiative, attitude, conduct, teamwork, customer service, adherence to safety standards, and execution of the assigned and anticipated workload. Evaluations shall be based on objective, job-related criteria consistent with the position's job description and the District's performance standards. Separation from employment may take place at any time during the probationary period, with or without notice and for any lawful reason or no reason.

3.3.1.2 END-OF-PROBATION EVALUATION

At or before the end of the six-month probationary period, each employee's work shall be evaluated in writing in detail by the employee's supervisor. The supervisor shall recommend one of the following actions to the General Manager:

(a) **Successful completion.** The employee receives a satisfactory evaluation and, upon the General Manager's concurrence, is appointed to merit employment status effective at the end of the probationary period.

(b) **Extended probation.** The employee receives a less-than-satisfactory evaluation, but the supervisor and General Manager believe additional time may allow the employee to meet expectations. The probationary period is extended in writing for a defined period as provided in § 3.3.1, with notice to the employee that includes a description of the deficiencies and the standards the employee must meet.

(c) **Separation.** The employee receives an unsatisfactory evaluation and is separated from employment.

The employee shall receive a copy of the written evaluation and shall have the right to review and respond in writing. An employee separated during a probationary period (including any extension) does not have the right to appeal the separation decision under § 3.14, except to the extent any such appeal is required by federal or Utah law.

3.3.1.3 LEAVE DURING PROBATION

Probationary employees accrue sick leave, vacation leave, and other paid leave during the probationary period in accordance with the leave policies set forth in this Chapter. Probationary employees are not eligible to use accrued vacation leave during the initial six-month probationary period absent advance approval of the General Manager.

Notwithstanding the preceding paragraph, probationary employees remain entitled to take leave to which they are entitled under applicable law, including:

(a) leave required as a reasonable accommodation under the Americans with Disabilities Act, the Pregnant Workers Fairness Act, the Utah Antidiscrimination Act, or the District's religious-accommodation obligations;

(b) leave for military service or training under the Uniformed Services Employment and Reemployment Rights Act and Utah Code § 39-1-36;

(c) jury duty leave under Utah Code § 78B-1-116, voting leave under Utah Code § 20A-3a-104, and any other leave required by law;

(d) bereavement, emergency, or other leave as may be authorized by the General Manager; and

(e) sick leave to the extent reasonably needed for the employee's own illness or injury and approved by the General Manager.

The use of any of the above types of leave during probation will not, by itself, be the basis for an unsatisfactory evaluation, an extension of the probationary period (other than the tolling described in § 3.3.1), or separation from employment.

3.3.2 PROMOTIONAL AND DISCIPLINARY PROBATION

In addition to the initial six-month probationary period, the General Manager may place an employee on probation under the following circumstances:

3.3.2.1 PROMOTIONAL PROBATION

An employee who is promoted or transferred to a position with materially different duties, supervisory responsibilities, or required knowledge, skills, and abilities may be placed on a promotional probationary period of up to six (6) months in the new position. During promotional probation, the employee retains the merit status the employee held in the prior position, if any. If the employee does not satisfactorily complete promotional probation, the General Manager may, on the General Manager's discretion, return the employee to the employee's prior position or a comparable position at the prior pay range, if available, or take other action consistent with this Chapter.

3.3.2.2 DISCIPLINARY PROBATION

An employee may be placed on disciplinary probation as a disciplinary action under § 3.8.4 of this Chapter. The terms, length, and conditions of disciplinary probation are governed by § 3.8.4.

3.3.2.3 HARMONIZATION

If there is any apparent conflict between this section and other sections of this Chapter dealing with probation, the sections shall be harmonized to the greatest extent possible to give effect to the District's authority to place employees on probation under appropriate circumstances.

3.4 PERFORMANCE REQUIREMENTS

3.4.1 PERFORMANCE REVIEWS

The District conducts regular written performance reviews for all employees to: (a) ensure quality performance; (b) provide constructive feedback to employees concerning their work; (c) set work performance goals for the future; (d) identify training, development, and accommodation needs; and (e) inform decisions concerning merit increases, promotions, reassignments, and other personnel actions. Performance reviews shall be based on objective, job-related criteria tied to the employee's job description and the District's documented work standards and shall be applied consistently and without regard to any characteristic protected by federal or Utah law.

Each non-probationary merit employee shall be evaluated in writing at least semi-annually. Each department manager shall meet individually with each supervised employee, and the General Manager shall meet with each department manager, to conduct the evaluation. The General Manager shall be evaluated semi-annually by the Board of Trustees, which may, but is not required to, follow the procedure described in this section.

A written evaluation form, in substance similar to that attached hereto as Attachment 3-A, shall be completed at the time of each evaluation and signed by both the employee and the evaluator. The employee's signature acknowledges only that the employee has reviewed the evaluation; it is not an indication of agreement with its content. The evaluation shall reference the employee's job description, and the employee shall acknowledge in writing that the employee has reviewed and understands the current job description.

The supervisor or General Manager conducting the review shall make the assessment as objective as possible and shall avoid evaluative language that reflects, or could reasonably be perceived as reflecting, bias based on a protected characteristic. The employee shall receive a copy of the completed evaluation. Within ten (10) working days after receiving the evaluation, the employee may submit written comments responding to any aspect of the review, which comments shall be attached to the evaluation in the employee's personnel file. The supervisor or General Manager may, but is not required to, revise the written evaluation in response to the employee's comments.

An employee who is dissatisfied with the final written evaluation may discuss the evaluation with the General Manager. The General Manager shall have final authority to approve the evaluation if there is any dispute between the employee and the department manager. A dispute over a performance review, by itself, does not give rise to a right of appeal under § 3.14 of this Chapter, except where the employee alleges that the evaluation reflects discrimination, retaliation, or another violation of federal or Utah law, in which case the matter may be raised under the grievance procedure in § 3.14.

A signed copy of each completed review shall be maintained in the employee's personnel file. Performance reviews are confidential personnel records and are subject to applicable record-retention requirements under federal law, Utah law, and the Government Records Access and Management Act.

3.4.1.1 NON-DISCRIMINATION AND REASONABLE ACCOMMODATION IN EVALUATIONS

Performance evaluations shall not be used, in form or in effect, to discriminate against or retaliate against any employee on the basis of any characteristic protected by federal or Utah law, including race, color, religion, sex (including pregnancy, childbirth, breastfeeding, and related conditions), sexual orientation, gender identity, age (40 and over), national origin, ancestry, disability, genetic information, or military or veteran status, or because the employee has engaged in protected activity (such as opposing a discriminatory practice, requesting an accommodation, filing a charge, or participating in an investigation).

If, during or after a performance review, an employee discloses a disability, a serious health condition, a pregnancy-related condition, a religious belief, or any other circumstance that may require a reasonable accommodation, the supervisor and General Manager shall promptly engage with the employee in the interactive accommodation process under the Americans with Disabilities Act, the Pregnant Workers Fairness Act, the Utah Antidiscrimination Act, or other applicable law. The District may proceed with the existing review and may continue to require the employee to meet established performance standards; however, the District will not refuse to discuss an accommodation request, will not deny a reasonable accommodation absent undue hardship, and will not retaliate against an employee for requesting an accommodation.

Where appropriate, after a reasonable accommodation has been put in place, the District may delay the next evaluation period or set a re-evaluation date so that the employee's performance can be assessed with the accommodation in effect.

Periods during which an employee is on protected leave (including leave under the Family and Medical Leave Act, leave as a reasonable accommodation under the ADA or PWFA, leave for military service under USERRA, and any other legally protected leave) shall not be used as the basis for an unsatisfactory rating, and performance during such leave shall not be considered in the evaluation.

3.4.1.2 UNSATISFACTORY EVALUATION

An unsatisfactory evaluation at or before the end of an employee's initial six-month probationary period may be grounds for an extended probation period under § 3.3.1 or for separation as provided in § 3.3.

An unsatisfactory evaluation of a non-probationary merit employee may justify, among other things: (a) implementation of a written performance improvement plan under § 3.4.1.3; (b) placement of the employee on disciplinary probation under § 3.8.4; (c) other disciplinary action under § 3.8 commensurate with the deficiencies identified; or (d) any combination of the above.

3.4.1.3 PERFORMANCE IMPROVEMENT PLANS

When a supervisor identifies performance concerns that warrant structured intervention but does not warrant immediate discipline or separation, the supervisor may, with the General Manager's approval, place the employee on a written Performance Improvement Plan (PIP). A PIP shall: (a) identify the specific performance deficiencies; (b) state the standards the employee is expected to meet; (c) identify any training, resources, support, or accommodations the District will provide; (d) set a defined review period (ordinarily 30 to 90 days); and (e) identify the consequences of failing to meet the stated standards, which may include disciplinary probation, other discipline, or separation.

The employee shall receive a copy of the PIP, may submit written comments, and shall meet with the supervisor at least once during the PIP period to review progress. A PIP is a performance-management tool and is not, by itself, formal discipline; however, failure to meet the standards stated in a PIP may support subsequent discipline under § 3.8.

3.4.1.4 RE-EVALUATION

If an employee receives an unsatisfactory evaluation, or if a recommended merit raise is delayed, the supervisor or General Manager shall set a written re-evaluation date and provide the employee with a copy. The re-evaluation date should ordinarily fall within the next regular review cycle but may be set earlier at the discretion of the supervisor or General Manager.

3.4.1.5 SATISFACTORY EVALUATION AND MERIT INCREASES

An employee who receives a satisfactory evaluation following the initial probationary period or at any subsequent evaluation may be eligible for a merit increase based on the recommendation of the employee's supervisor, subject to the availability of budgeted funds and any required Board approval. Merit-increase decisions shall be made on the basis of objective, job-related performance criteria and shall not be based on any characteristic protected by federal or Utah law. When a merit raise is approved, it will become effective on the first day of the pay period designated by the Board.

3.4.1.6 USES OF PERFORMANCE REVIEWS

Performance review results may be considered, along with other relevant factors, in decisions concerning merit pay, job classification, promotion, reassignment, reduction in force under § 3.13.3, training and development opportunities, discipline, and other personnel decisions. All such decisions remain subject to the District's obligations under federal and Utah anti-discrimination, anti-retaliation, and accommodation laws.

3.5 ATTENDANCE AND PUNCTUALITY

Regular and punctual attendance is essential to the District's operations. Employees are expected to report for work as scheduled, to be ready to perform their duties at the start of each shift, and to give proper notice when they cannot do so. Excessive or unjustified absences and tardiness are disruptive, place an unfair burden on co-workers, and may result in discipline up to and including dismissal.

Working hours, shift assignments, on-call rotations, and special rules for work performance and attendance shall be determined by the General Manager in consultation with the relevant department manager. Nothing in this section overrides the District's obligations under federal or Utah law, including the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), the Pregnant Workers Fairness Act ("PWFA"), the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and Utah military-leave protections, the Utah Antidiscrimination Act, the Utah Sick Leave Act, and laws protecting jury duty, witness, voting, and crime-victim leave. An absence covered by one of these laws is not "unauthorized" for purposes of this section, and the District will not retaliate against any employee for taking, requesting, or inquiring about legally protected leave.

3.5.1 NOTIFICATION OF SUPERVISOR

If an employee cannot report for work, and the employee is not on a previously authorized leave of absence, the employee shall notify the employee's department manager (or, if unavailable, the General Manager) as far in advance of the start of the workday as is reasonably possible. Notification should be given for each day of absence unless the employee is on a previously approved continuous leave or the employee has provided an estimated duration of absence to the supervisor.

For absences that may qualify for protected leave under the FMLA, the ADA, the PWFA, or other applicable law, the employee should give notice "as soon as practicable" under the standards of those laws and shall comply with the District's usual call-in procedures except when those procedures are not reasonable under the circumstances. The District will not consider an absence "unauthorized" merely because the employee was unable to comply with routine call-in procedures during a medical emergency, hospitalization, incapacitation, or comparable urgent circumstance, provided the employee or someone acting on the employee's behalf provides notice as soon as reasonably possible.

An absence will be excused if (a) the employee complies with applicable notification requirements (or provides notice as soon as reasonably possible in the case of an emergency), and (b) the absence is for a justified reason as determined by the appropriate supervising manager or required by law.

3.5.2 RECORD OF ABSENCES

Absences shall be recorded on the employee's timecard or other timekeeping system in accordance with the District's payroll and leave policies. The reason for an absence shall be treated as a confidential personnel record. Medical information related to an absence shall be kept in a confidential medical file separate from the employee's personnel file, consistent with the ADA and other applicable laws.

Excessive unexcused or unauthorized absences may be addressed through performance management, the discipline procedures in § 3.8, or both. The District will not count protected absences (including FMLA, ADA, PWFA, USERRA, jury duty, witness, voting, crime-victim, or other legally protected leave) toward any "no fault" attendance threshold or as a basis for discipline.

3.5.3 AUTHORIZED ABSENCES

An employee may take time off for any reason with prior permission from the employee's department manager (or, if unavailable, the General Manager), so long as the employee has accrued vacation, personal, or other paid leave available for the absence. If the employee does not have accrued paid leave available, the employee may request leave without pay, which may be granted at the manager's discretion when the absence is, in the manager's judgment, justified and consistent with the District's operating needs.

3.5.3.1 PROTECTED LEAVE

Notwithstanding any other provision of this section, the District will provide leave required by federal or Utah law, regardless of whether the employee has accrued paid leave available. If the employee does not have accrued paid leave, the employee may take unpaid leave in accordance with District policies. Protected leave includes, without limitation:

(a) FMLA leave for the employee's own serious health condition, the serious health condition of a covered family member, the birth, adoption, or foster placement of a child, qualifying military exigencies, and qualifying military caregiver leave, if the employee is FMLA-eligible;

(b) Reasonable accommodation leave under the ADA, the PWFA, or the Utah Antidiscrimination Act, where leave is needed as an accommodation and does not impose undue hardship on the District;

(c) Pregnancy and parental leave as required by Utah Code § 34A-5-101 et seq. and other applicable laws;

(d) Military leave under USERRA, Utah Code § 39-1-36 et seq., and any other applicable Utah military-service protection;

(e) Jury duty and witness leave under Utah Code § 78B-1-116 and § 78B-1-132. The District will not require an employee to use accrued vacation or sick leave for jury duty, the jury selection process, or response to a subpoena, and will not discharge, threaten, take adverse employment action against, or otherwise coerce an employee because of jury or witness service;

(f) Voting leave under Utah Code § 20A-3a-103. Eligible employees shall be granted up to two (2) hours of paid leave to vote when the employee does not have at least three (3) consecutive non-working hours during the time the polls are open. The employee must request voting leave at least one day in advance, and the District may designate the time of the leave (subject to the employee's right to take it at the beginning or end of the shift if requested);

The District will not retaliate against any employee for requesting, taking, or inquiring about any of the above types of leave.

3.5.3.2 DISCRETION OF THE DISTRICT

Except as required by law, the District reserves the right to authorize or refuse to authorize an employee's request for non-protected leave (with or without pay) when there is a conflict with operational needs, an emergency, or another justifiable business reason. This discretion does not apply to leave protected under § 3.5.3.1.

3.5.4 UNAUTHORIZED ABSENCES AND JOB ABANDONMENT

An absence is "unauthorized" only if it is not (a) excused under § 3.5.1, (b) covered by an approved authorized absence under § 3.5.3, or (c) protected by federal or Utah law under § 3.5.3.1. Unauthorized absences may result in discipline under § 3.8, up to and including dismissal.

If an employee is absent for three (3) consecutive scheduled workdays without notifying the District and without an apparent legitimate excuse, the District will treat the absence as possible job abandonment. Before deeming an employee to have abandoned the position, the District will:

(a) make reasonable efforts to contact the employee through multiple means (including telephone, text message, email, and, where appropriate, a letter or certified mail to the employee's last-known address), and document those efforts;

(b) consider whether the absence may be covered by the FMLA, the ADA, the PWFA, USERRA, or any other applicable protected-leave law, including circumstances such as hospitalization, mental-health crisis, domestic-violence emergency, or a medical condition that may have prevented the employee from giving timely notice;

(c) where there is a reasonable basis to believe protected leave may apply, refrain from treating the absence as abandonment until the District has, to the extent reasonably possible, engaged the employee in any required interactive process or determined that no protected leave applies; and

(d) document the investigation and any communications with the employee in the personnel file.

If, after the steps in this section, the District reasonably concludes that the employee has not communicated and does not intend to return to work, the employee's separation will be recorded as a voluntary resignation by job abandonment. The General Manager shall make the final determination. Nothing in this section limits the District's right to discipline an employee for unauthorized absence prior to the three-day threshold under § 3.8.

3.5.5 EXCESSIVE TARDINESS

Employees are expected to be ready to perform their duties at the start of each scheduled shift. If an employee will be late, the employee must notify the employee's department manager (or, if unavailable, the General Manager) as soon as reasonably possible and report the expected time of arrival. Excessive or unexcused tardiness may result in discipline under § 3.8, up to and including dismissal. Tardiness caused by circumstances covered by the FMLA, the ADA, the PWFA, or other applicable protected-leave or accommodation law shall not be counted as unexcused tardiness for purposes of discipline.

3.6 EMERGENCY CALLS AND ON-CALL DUTY

The District's water operations require around-the-clock readiness to respond to operational emergencies, water-quality incidents, regulatory reporting deadlines, and other urgent matters. To meet these needs, the District maintains an on-call rotation and may, in genuine emergencies, call-in employees who are not otherwise scheduled to work. When an employee is called in for a bona fide emergency by the General Manager, the Operations and Maintenance Manager, or another authorized District representative, the employee is expected to respond and report for work unless the employee has a legitimate, justifiable reason for not doing so (including, but not limited to, illness, an injury, a disability-related limitation, a family-care emergency, or any other circumstance covered by the FMLA, the ADA, the PWFA, or other applicable protected-leave or accommodation law). Failure to respond or report without adequate justification may result in discipline under § 3.8.

3.6.1 ON-CALL ROTATION

Employees who work in the Operations and Maintenance Department are expected to participate, on a rotating basis, in the District's on-call rotation. While on call, the employee is responsible for: (a) monitoring water reservoir levels and telemetry through the District's monitoring systems daily at the times designated by the Operations and Maintenance Manager (or, when those systems are temporarily unavailable, through other appropriate means); (b) being available to receive and respond to emergency calls; and (c) responding to emergencies in accordance with this section.

If the Operations and Maintenance Manager requests, and the General Manager agrees, other qualified employees may be assigned to perform on-call duty. On-call assignments will be made without regard to any characteristic protected by federal or Utah law, and an employee may seek a temporary excusal from on-call rotation as a reasonable accommodation under § 3.1.2 of this Chapter.

3.6.1.1 LOCATION AND AVAILABILITY DURING ON-CALL

While on call, the employee is not required to remain at any fixed location and is free to use the time for personal activities, but the employee must:

(a) always remain reachable by telephone or other District-approved communication device;

(b) refrain from consuming alcohol, controlled substances, or any medication that would impair the employee's ability to operate District equipment or vehicles or perform job duties safely;

(c) remain within a geographic area that allows the employee to respond and report to a District facility or job site within thirty (30) minutes of being called; and

(d) maintain valid certifications required for the position, including any Direct Responsible Charge ("DRC") certification under Utah Administrative Code R309-300 (drinking water), and remain within the travel-time limits required by those rules.

The on-call schedule is intended to permit employees to engage freely in personal activities while waiting to be called. The District's expectation is that on-call time is "waiting to be engaged" rather than "engaged to wait" within the meaning of the Fair Labor Standards Act. If an employee believes that the conditions of the on-call rotation, as actually applied, have so restricted the employee's personal use of time that the on-call hours should be treated as compensable working time, the employee should raise the concern with the Operations and Maintenance Manager or the General Manager so that the assignment, the response-time requirement, or the compensation arrangement may be reviewed.

3.6.1.2 RESPONSE AND LOG MAINTENANCE

The on-call employee shall maintain a written or electronic record of: (a) each daily check of reservoir levels and telemetry (including the date, time, and any anomalies observed); and (b) each emergency call received, the time the call was received, the time response began, the time the response was completed, and a brief description of the work performed. The log shall be submitted to the Operations and Maintenance Manager at the end of each on-call period. The log is the basis for callout-time compensation under § 3.6.1.3 and shall be retained as a District record.

3.6.1.3 COMPENSATION FOR ON-CALL DUTY

Unless a shift system has been instituted for the Operations and Maintenance Department, an on-call employee is compensated as follows:

(a) On-call standby pay. The on-call employee receives a flat weekly on-call stipend, in an amount established from time to time by the Board, for being available during the assigned on-call period and for performing routine reservoir-level and telemetry monitoring under § 3.6.1.

(b) Call-out pay for time worked. All time the on-call employee spends responding to a call — including time spent on the telephone diagnosing an issue, time spent traveling to a District facility or job site to perform work, and time spent performing the work itself — is treated as hours worked under the FLSA and shall be paid at the employee's regular hourly rate. The employee shall record this time in the on-call log. Brief telephone responses lasting only a few minutes shall be recorded and paid in the same manner; the District does not treat brief call-out time as de minimis.

(c) Overtime. If the employee's total hours worked in the workweek (including call-out time and any other compensable time) exceed forty (40) hours, the employee shall receive overtime compensation at one and one-half times the employee's "regular rate of pay" as defined under the FLSA, 29 U.S.C. § 207(e). For purposes of computing the regular rate, the District shall include the flat weekly on-call stipend (along with all other non-excludable forms of compensation paid to the employee in the workweek) and divide total non-excludable compensation by the total hours actually worked in the workweek. Exempt employees are not entitled to overtime under the FLSA.

(d) Minimum call-out pay. When the on-call employee is required to physically report to a District facility or job site in response to a call, the employee shall be paid for a minimum of two (2) hours of call-out time per call response, even if the actual work takes less time, except that multiple call-outs occurring within a single two-hour window shall be treated as a single call-out for minimum-pay purposes.

(e) Vehicle and equipment. The District shall provide a District-owned vehicle for the on-call employee's use during the on-call period, with fuel and maintenance paid by the District. Use of the vehicle is governed by the District's Vehicle Policy, Chapter 8 of this Policy Manual. The employee shall comply with that policy at all times. Personal use of the vehicle outside the scope of on-call duty is not permitted except as expressly authorized by the General Manager.

3.6.1.4 RELATIONSHIP OF ON-CALL DUTY TO REGULAR COMPENSATION

The District does not treat the requirement to perform on-call duty as a component of an employee's base hourly or salary rate. The on-call standby pay under § 3.6.1.3(a) is separate compensation provided in exchange for the employee's availability during the on-call period and is calculated and paid as set forth in this section.

3.6.1.5 DRUG AND ALCOHOL TESTING DURING ON-CALL

An on-call employee is subject to the District's drug and alcohol testing policy (referenced in § 3.11.2 of this Policy Manual) for the duration of the on-call period, including the right of the District to require post-incident or reasonable-suspicion testing in connection with a call response.

3.6.1.6 ACCOMMODATIONS AND PROTECTED LEAVE

If an employee believes that on-call duty cannot be performed safely or effectively because of a disability, pregnancy or pregnancy-related condition, religious belief, or other protected reason, the employee should request an accommodation through the interactive process described in § 3.1.2. The District will engage with the employee in good faith to determine whether an accommodation (including temporary excusal from on-call rotation, modification of response-time expectations, or reassignment of on-call duties) can be provided without undue hardship. Use of FMLA leave, ADA or PWFA leave, USERRA leave, or any other protected leave automatically excuses the employee from on-call rotation for the duration of the leave.

3.7 APPEARANCE, GROOMING, AND DRESS

The District expects all employees to maintain a clean, safe, and professional appearance consistent with the duties of the employee's position and the public-facing role of the District. This section establishes general standards that apply equally to all employees and identifies the limited circumstances in which the District may impose additional requirements (for example, safety-based personal-protective-equipment ("PPE") requirements or uniform requirements for specific positions).

3.7.1 GENERAL STANDARDS

Employees are expected to:

(a) report to work clean, well-rested, and dressed in clothing appropriate for the duties to be performed;

(b) wear clothing that is safe for the work environment and free of significant tears, stains, or damage that could compromise safety or hygiene;

(c) wear closed-toe footwear when working in field, shop, or laboratory environments, or other footwear required by the District's safety policies for the position;

(d) maintain hair, facial hair, and personal hygiene in a manner consistent with safety requirements (for example, hair restraints or facial-hair limits where required for proper fit of respiratory PPE or to prevent entanglement with moving equipment);

(e) wear, if assigned by the District, the District's uniform shirt, hat, vest, or other identifying clothing during regular work hours, and prominently display any identification badge issued by the District when making service calls or interacting with the public; and

(f) refrain from wearing clothing or accessories that display profanity, obscenity, or messaging that would reasonably be perceived as harassing or hostile to other employees or members of the public.

Sleeveless tops, athletic shorts, swimwear, and similarly informal attire are not appropriate for work, except where authorized by the General Manager (for example, on a designated casual day, during severe-weather conditions, or for specific physical-labor or field assignments where such clothing is appropriate to the work).

3.7.2 SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

The District may require employees to wear specific PPE (including, without limitation, hard hats, safety glasses, hearing protection, gloves, high-visibility vests, respirators, fall-protection harnesses, and waterproof or insulated clothing) when the work and the District's safety policies require it. Employees must wear required PPE at all times when performing the work for which it is required.

Where safety considerations require restrictions on hair, facial hair, jewelry, loose clothing, or other items (for example, to allow proper respirator fit, to prevent entanglement with moving machinery, or to prevent contamination of the water supply), those restrictions shall be (a) based on a documented job-related safety rationale, (b) the least-restrictive option reasonably available to address the safety concern, and (c) applied consistently to all employees performing the affected work.

3.7.3 ACCOMMODATIONS

3.7.3.1 RELIGIOUS ACCOMMODATION

Consistent with Title VII of the Civil Rights Act, the Utah Antidiscrimination Act, and Utah Code § 34A-5-112 (as amended by 2024 H.B. 396 and related legislation), the District will reasonably accommodate an employee's sincerely held religious beliefs, observances, and practices — including dress and grooming requirements — unless doing so would impose an undue hardship on the District by substantially interfering with the District's core mission, the District's ability to conduct business in an effective or financially reasonable manner, or the District's ability to provide training and safety instruction for the position. An employee who needs accommodation to a dress or grooming standard for religious reasons should request the accommodation through the interactive process under § 3.1.2 of this Chapter. Where a safety-based PPE rule limits a particular accommodation, the District will work with the employee to identify alternative arrangements that meet both the safety requirement and the religious need.

3.7.3.2 DISABILITY ACCOMMODATION

Consistent with the Americans with Disabilities Act and the Utah Antidiscrimination Act, the District will reasonably accommodate an employee's known disability with respect to dress and grooming standards, unless doing so would impose an undue hardship on the District. Requests for disability-related dress and grooming accommodations are processed through the interactive process under § 3.1.2.

3.7.3.3 PREGNANCY AND PREGNANCY-RELATED CONDITIONS

Consistent with the Pregnant Workers Fairness Act and the Utah Antidiscrimination Act, the District will reasonably accommodate a pregnant employee's known limitations related to pregnancy, childbirth, or related medical conditions, including by providing or permitting a larger or alternative uniform, modified PPE that fits properly, or other dress modifications, unless doing so would impose an undue hardship. Where the limitation and need for an adjustment are obvious, the District will not require the employee to provide medical documentation as a condition of the accommodation.

3.7.4 PROTECTED HAIR, GROOMING, AND APPEARANCE TRAITS

The District does not maintain any dress or grooming rule that prohibits, restricts, or penalizes hair texture or protective hairstyles commonly or historically associated with race or national origin, religious head coverings or grooming practices commonly or historically associated with religion, or other appearance traits closely associated with a characteristic protected by federal or Utah law. Any safety-based restriction that may incidentally affect such a trait will be administered in accordance with §§ 3.7.2 and 3.7.3.

3.7.5 TATTOOS, PIERCINGS, AND OTHER PERSONAL EXPRESSION

Visible tattoos and body piercings are permitted, except that an employee may be asked to cover or remove a tattoo or piercing if it (a) creates a documented safety hazard for the work being performed, (b) interferes with required PPE, or (c) displays profanity, obscenity, hate speech, or content that would reasonably be perceived as harassing or hostile under § 3.10 of this Chapter. Any restriction under this subsection shall be applied consistently and without regard to protected characteristics.

3.7.6 UNIFORMS

The District may require employees in specified positions to wear a District-issued uniform during regular work hours. Where required, the District will provide the uniform at no cost to the employee or, if applicable, will reimburse the employee for the reasonable cost of the uniform consistent with applicable wage-and-hour law (29 C.F.R. § 531.35; Utah Admin. Code R610-3) so that uniform costs do not bring the employee's pay below minimum wage. Uniforms remain the property of the District and shall be returned upon separation from employment.

3.7.7 ENFORCEMENT

A violation of this section may result in discipline under § 3.8 up to and including dismissal. Before imposing discipline for a perceived dress, grooming, or appearance issue, the supervisor shall (a) ensure the issue is not the subject of a pending or potentially valid accommodation request under § 3.7.3, (b) communicate the specific concern to the employee in objective and respectful terms, and (c) afford the employee a reasonable opportunity to address the concern. Documented repeated or willful violations may support progressive discipline under § 3.8.

3.8 DISCIPLINARY ACTION

The District is committed to a fair, consistent, and lawful disciplinary system. Management has both the authority and the responsibility to correct and discipline employees for misconduct, performance deficiencies, or other behavior that adversely affects the operations or reputation of the District. Discipline shall be based on objective, job-related considerations, applied consistently, and free of discrimination, retaliation, or other unlawful considerations under federal or Utah law.

The District uses progressive discipline, with the type and severity of discipline calibrated to the frequency, seriousness, and circumstances of the offense. Progressive discipline is, however, a guideline and the District retains the authority to skip steps when the seriousness of the conduct warrants, and the District's at-will authority to terminate probationary and other at-will employees is not limited by this section.

Nothing in this section creates a contract of employment, alters the at-will status of any employee not entitled to merit-employee protections, or limits the District's obligations under federal or Utah law. Where this section conflicts with applicable law, the law controls.

3.8.1 GROUNDS FOR DISCIPLINE

The list of conduct in §§ 3.8.1.1 through 3.8.1.3 is illustrative, not exhaustive. The District may discipline an employee for any conduct that constitutes legitimate cause, whether or not specifically described in this Chapter. The categories below do not predetermine the level of discipline; the General Manager retains discretion to impose a lesser or greater level of discipline based on the totality of the circumstances and consistent with this Chapter.

3.8.1.1 SERIOUS MISCONDUCT

The following conduct is regarded as serious misconduct and may warrant discharge, suspension, or other significant discipline at any step of the progressive-discipline process:

1. Misuse, theft, or unauthorized taking of District, employee, customer, or other property or funds.
2. Use of, possession of, or being under the influence of alcohol, illegal drugs, or controlled substances during scheduled hours of work, on District property, or while operating District vehicles or equipment, except as expressly permitted by §§ 3.8.1.4 and 3.8.1.5 and the District's drug and alcohol testing policy.
3. Possession of any firearm, explosive, or other weapon on District property or while on duty, except as authorized by Utah Code §§ 53-5a-101 et seq. (concealed carry by an individual lawfully in possession of a permit, to the extent the District's premises are not statutorily restricted) or as otherwise expressly authorized by the General Manager. The District may further regulate firearms on District property to the extent permitted by Utah law.
4. Physical violence or threats of physical violence directed at any employee, customer, or member of the public.
5. Willful or malicious abuse, vandalism, or destruction of District, employee, or other property.
6. Falsifying District records, including misrepresenting or withholding information on a job application, time record, expense report, incident report, or other District record.
7. Failing to report for work without authorization, walking off the job, or leaving the place of work while on duty without permission, except in cases of bona fide emergency, protected leave, or as otherwise excused under § 3.5.
8. Refusal to perform a lawful work assignment, refusal to follow safety rules, refusal to wear required personal protective equipment, or other acts of insubordination.
9. Engaging in horseplay or other conduct that creates a substantial risk of injury to any person or damage to property.
10. Conviction of a felony, or of any other crime materially related to the duties of the employee's position. The District will conduct an individualized assessment consistent with EEOC guidance and Utah Code § 34-52-201 (the Utah "ban-the-box" statute) before taking adverse action based on a criminal conviction.
11. Falsifying the time record of any employee, or misuse of sick leave, funeral leave, or other District leave.
12. Use of an employee's official District position to secure personal special privileges, exemptions, or financial benefits, in violation of Chapter 67, Title 16 of the Utah Code (the Utah Public Officers' and Employees' Ethics Act).
13. Sexual or other unlawful harassment, retaliation against an employee for engaging in protected activity, or knowing violation of the District's anti-

discrimination, anti-harassment, or anti-retaliation policies (§§ 3.1.2 and 3.10).

14. Material violation of the District's data security, customer-information confidentiality, or records management policies, or of the Government Records Access and Management Act (GRAMA).

3.8.1.2 OTHER MISCONDUCT

The following conduct may warrant a written reprimand, probation, suspension, or, depending on the circumstances and any prior discipline, discharge:

1. Reporting to work in a condition that adversely affects job performance but does not rise to the level described in § 3.8.1.4 or § 3.8.1.5.
2. Obscene, abusive, or disruptive language or behavior in the workplace.
3. Distributing literature or circulating petitions on District property or during the employee's scheduled work hours without prior authorization, subject to the employee's rights under federal and Utah law.
4. Neglect of work, sleeping while on duty, or excessive personal use of work time.
5. Carelessness in the use of District equipment, machines, or materials.
6. Failure to comply with established District operational procedures or to follow lawful instructions of a supervisor.
7. Unauthorized use of District equipment, materials, or vehicles.
8. Illegal gambling on District property or during work hours.
9. Material conduct off the job that materially impairs the employee's ability to perform the duties of the position, materially affects the District's operations, or violates a condition of employment imposed by federal or Utah law (subject to § 3.8.1.6).
10. Failure to adhere to safety regulations, to wear required safety equipment, or to follow the District's safety policies.
11. Fighting or instigating a fight on District premises.

3.8.1.3 PERFORMANCE OR ATTENDANCE CONCERNS WARRANTING REPRIMAND

The following types of conduct ordinarily warrant an oral or written reprimand for a first offense, with later offenses potentially warranting more significant discipline:

1. Chronic or excessive absenteeism, tardiness, or early departure (subject to the protected-leave provisions of § 3.5).

2. Failure to give notice of absence in accordance with § 3.5, except in the case of emergencies or as otherwise required by federal or Utah leave laws.
3. Removing, defacing, or tampering with District property.
4. Engaging in outside employment that creates an actual or apparent conflict of interest, materially impairs the employee's performance of District duties, or has not been approved as required by § 3.12.
5. Unauthorized absence from the employee's designated workstation during work hours.
6. Failure to meet established work-quality or production standards.
7. Failure to follow established work procedures or to give appropriate attention to job responsibilities.
8. Failure to adhere to safety regulations, to wear required safety equipment, or to follow the District's safety policies, where the failure does not rise to the level described in § 3.8.1.1 or § 3.8.1.2.

3.8.1.4 ALCOHOL USE AND TESTING

An employee shall not consume, possess, or be impaired by alcohol during scheduled work hours, on District property, while operating District vehicles or equipment, or while on call under § 3.6. For purposes of this section, an employee is "under the influence of alcohol" if (a) the employee has a blood alcohol concentration of 0.04 grams of alcohol per 100 milliliters of blood (or the equivalent breath-alcohol concentration), as confirmed by a laboratory or breath-alcohol test conducted in accordance with the Utah Drug and Alcohol Testing Act, Utah Code § 34-38-1 et seq., and the District's drug and alcohol testing policy; or (b) the employee's actual conduct demonstrates impairment that adversely affects the safe or effective performance of the employee's duties, as documented through reasonable-suspicion observations of two or more trained supervisors where reasonably available, or one trained supervisor where two are not reasonably available.

For employees in positions subject to U.S. Department of Transportation regulations (including holders of commercial driver's licenses), the lower thresholds and procedures specified in 49 C.F.R. Parts 40 and 382 govern in addition to this section.

The District's drug and alcohol testing policy (cross-referenced in § 3.11.2) establishes the conditions under which testing may be required, the procedures for collection and chain of custody, the rights of the tested employee, and the confidentiality of test results. Testing shall be conducted in compliance with Utah Code § 34-38-1 et seq.

3.8.1.5 CONTROLLED SUBSTANCES, PRESCRIPTION MEDICATIONS, AND MEDICAL CANNABIS

An employee shall not unlawfully use, possess, distribute, or be impaired by any controlled substance during scheduled work hours, on District property, while operating District vehicles or equipment, or while on call under § 3.6.

(a) Lawfully prescribed medications. The lawful use of medications prescribed to the employee by a licensed health care provider does not, by itself, violate this section. An employee taking a prescribed medication that may affect the employee's ability to safely or effectively perform the employee's duties shall notify the General Manager so that the District may, where appropriate, engage in the interactive process under the Americans with Disabilities Act and § 3.1.2 to determine whether a reasonable accommodation can be provided.

(b) Medical cannabis. Consistent with Utah Code § 26B-4-207 (effective May 1, 2024) and other applicable Utah law, the District (as a political subdivision under Utah Code Title 17B) shall not take adverse employment action against an employee who is a holder of a valid Utah medical cannabis card based solely on a positive drug test for cannabis or cannabinoid metabolites, provided that the employee is not impaired during work hours. The District retains the right to: (i) prohibit on-duty use, possession, or impairment from cannabis; (ii) require the employee to provide notice of the medical cannabis card and the work-affecting medications it covers; (iii) take adverse employment action where the employee is observed to be impaired by cannabis during work hours, on District property, or while operating District vehicles or equipment; (iv) take adverse employment action where the employee occupies a position subject to federal regulation that prohibits cannabis use or where the position is otherwise excluded from § 26B-4-207 by Utah law; and (v) take adverse employment action where retaining the employee in the employee's position would jeopardize the District's eligibility for federal funding or contracts.

(c) Recreational cannabis and other federally controlled substances. Recreational use of cannabis and use of any other federally controlled substance (other than as lawfully prescribed) is not protected under this section, and on-duty use, possession, or impairment from any controlled substance is grounds for discipline up to and including dismissal.

(d) Refusal to test. An employee who, after lawful request, refuses to submit to a drug or alcohol test required under the District's drug and alcohol testing policy may be deemed to have violated this section, provided that the test was requested in compliance with Utah Code § 34-38-1 et seq. and the District's testing policy.

3.8.1.6 OFF-DUTY CONDUCT

The District generally does not regulate the lawful off-duty conduct of its employees. However, off-duty conduct may be the basis for discipline if (a) the conduct is unlawful and material to the duties or position of the employee, (b) the conduct demonstrably impairs the employee's ability to perform the duties of the position, (c) the conduct creates a material conflict of interest with the District, or (d) the conduct otherwise materially affects the District's operations or reputation.

Consistent with Utah Code § 34A-5-112, the District will not discipline an employee for the employee's expression of religious, moral, or political beliefs outside of work hours and outside the workplace, unless the expression is unlawful, materially disruptive of District operations, or otherwise within the categories set forth in this Chapter. Discipline based on off-duty conduct will be analyzed under the same anti-discrimination and anti-retaliation requirements that apply to on-duty discipline.

3.8.2 ORAL REPRIMAND

The supervisor shall meet privately with the employee to review the conduct or performance issue, give the employee an opportunity to respond, and inform the employee of the corrective action expected. The supervisor shall prepare a brief written record of the oral reprimand identifying the date, the issue addressed, and any corrective action expected, and shall place a copy in the employee's personnel file. The employee shall be given a copy and may submit a written response to be attached to the file.

3.8.3 WRITTEN REPRIMAND

3.8.3.1 MEETING WITH SUPERVISOR

The supervisor shall meet with the employee, review the conduct or performance issue, and give the employee an opportunity to respond.

3.8.3.2 ACCELERATED REVIEW

In appropriate cases, the supervisor may implement an accelerated performance-review schedule under § 3.4 or place the employee on a Performance Improvement Plan under § 3.4.1.3.

3.8.3.3 WRITTEN REPRIMAND LETTER

A written reprimand letter shall identify (a) the conduct or performance issue and the date or dates of occurrence; (b) the District policy or expectation that was violated; (c) any prior discipline relevant to the action; (d) the corrective action expected; and (e) the consequences of failing to make the required correction. A copy shall be given to the employee and the supervisor and placed in the employee's personnel file. The employee may submit a written response to be attached to the file.

3.8.4 DISCIPLINARY PROBATION

3.8.4.1 REVIEW OF FACTS

The supervisor shall review all relevant facts, including information from the employee's personnel file, prior discipline, and any explanation offered by the employee.

3.8.4.2 NOTICE AND MEETING

Before placing a non-probationary merit employee on disciplinary probation, the General Manager shall provide the employee with written notice describing the conduct or performance issue, the District policy or expectation that was violated, and the proposed length and conditions of disciplinary probation, and shall give the employee a meaningful opportunity to respond, in person or in writing, before the discipline takes effect. The employee may bring a representative of the employee's choosing to the meeting (other than another District employee in a position to interfere with the District's operations).

3.8.4.3 LENGTH AND CONDITIONS

Disciplinary probation shall ordinarily be for a defined period of not less than two weeks and not more than 90 days but may be extended in writing by the General Manager when warranted, with notice to the employee. The General Manager shall provide the employee with a written letter explaining the action, the reason, and the length of the probation. A copy of the letter shall be placed in the employee's personnel file. Failure to satisfactorily complete disciplinary probation may result in discharge consistent with § 3.8.6.

3.8.5 SUSPENSION

3.8.5.1 GROUNDS AND DURATION

The General Manager (or, in the General Manager's absence, the relevant department manager with the General Manager's later concurrence) may suspend an employee, with or without pay, when the General Manager determines suspension is warranted. Reasons for suspension may include, without limitation, any of the grounds for discipline set forth in this Chapter or the pendency of an investigation into a serious allegation against the employee — including, for example, an indictment, criminal charge, or formal investigation by another agency that, if substantiated, could constitute grounds for discipline.

3.8.5.2 PRE-SUSPENSION NOTICE AND OPPORTUNITY TO RESPOND

Consistent with *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985), and the due-process rights of non-probationary merit employees, before imposing a suspension without pay on a non-probationary merit employee, the District shall provide:

(a) written notice of the proposed suspension, the specific conduct or performance issue, and the District's evidence;

(b) a meaningful opportunity for the employee to respond, in person or in writing, before the suspension takes effect; and

(c) consideration of the employee's response by the General Manager before a final decision is made.

This pre-suspension procedure may be summary in nature; it is not a full evidentiary hearing.

3.8.5.3 EMERGENCY SUSPENSION WITH PAY

If the General Manager determines that the employee's continued presence at work poses a significant risk to the safety of any person, to District property, to District operations, or to the integrity of an ongoing investigation, the General Manager may immediately suspend the employee with pay pending the procedure in § 3.8.5.2 or pending the completion of an investigation. Continued paid suspension beyond two weeks requires Board approval.

3.8.5.4 LETTER

The employee shall be given a letter explaining the action, the reason, the length of the suspension, and any pre- or post-suspension procedures available. A copy shall be placed in the employee's personnel file.

3.8.5.5 USE OF LEAVE

Pay continued during a suspension with pay shall not be charged against the employee's accrued vacation or other paid leave.

3.8.6 DISCHARGE

3.8.6.1 AT-WILL EMPLOYEES

Employees on probationary status (whether new employees under § 3.3.1 or employees on disciplinary probation under § 3.8.4) and other at-will employees may be discharged with or without cause and with or without advance notice, subject to the District's anti-discrimination, anti-retaliation, and other obligations under federal and Utah law.

3.8.6.2 DISCHARGE OF NON-PROBATIONARY MERIT EMPLOYEES — DUE PROCESS

A non-probationary merit employee may be discharged only for cause and only after the employee has been afforded due process. Specifically, before discharge:

(a) The District shall provide the employee with written notice of the proposed discharge, the specific conduct or performance issue forming the basis of the proposed discharge, and an explanation of the District's evidence.

(b) The District shall give the employee a meaningful opportunity, at a meaningful time before the discharge takes effect, to respond to the proposed discharge in person, in writing, or both, and to present the employee's side of the story The pre-discharge meeting shall be held by the General Manager or a designee. The employee may bring a representative of the employee's choosing to the meeting.

(c) The General Manager shall consider the employees’ response before making a final decision.

(d) After the General Manager issues a final discharge decision, the discharged merit employee may appeal that decision to the Board of Trustees under § 3.14 (Grievance and Appeal). The Board shall hold a post-termination evidentiary hearing at which the employee may present evidence, examine witnesses, and be represented by counsel or another representative of the employee's choosing. The Board's decision following that hearing is final, subject to judicial review under Utah Code § 63G-7-501 et seq. or other applicable law.

3.8.6.3 GROUNDS FOR DISCHARGE

Without limiting other grounds set forth in this Chapter, "cause" for discharge of a non-probationary merit employee may include:

1. Negligence in the performance of duties.
2. Incompetence.
3. Excessive absences (subject to the protected-leave provisions of § 3.5).
4. Excessive tardiness (subject to the protected-leave provisions of § 3.5).
5. Misuse, theft, or unauthorized taking of District, employee, customer, or other property or funds.
6. Misuse of sick leave, funeral leave, or other District leave.
7. Disorderly conduct.
8. Insubordination — refusal to follow lawful District policies, procedures, or supervisor directions.
9. Material misrepresentation on the employment application or other District record.
10. Inability to satisfactorily perform the duties of the position, after a reasonable opportunity to improve and consideration of any required reasonable accommodation under the ADA, the PWFA, the Utah Antidiscrimination Act, or applicable religious-accommodation law.
11. Use of, possession of, or being under the influence of alcohol, illegal drugs, or controlled substances during scheduled work hours, on

District property, while operating District vehicles or equipment, or while on call, in violation of §§ 3.8.1.4 and 3.8.1.5.
12. Sexual or other unlawful harassment, retaliation, or knowing violation of the District's anti-discrimination, anti-harassment, or anti-retaliation policies.
13. Violation of the Utah Public Officers' and Employees' Ethics Act, Utah Code § 67-16-1 et seq., including accepting prohibited gifts or gratuities or knowingly engaging in conduct giving rise to a prohibited conflict of interest.
14. Conviction of a felony, or of any other crime materially related to the duties of the position, after individualized assessment under EEOC guidance and Utah Code § 34-52-201.
15. Material off-duty conduct meeting the criteria of § 3.8.1.6.
16. Other conduct constituting cause as documented by management, consistent with this Chapter and applicable law.

3.8.7 RECORD OF DISCIPLINE; CONFIDENTIALITY

All discipline shall be documented in writing and maintained in the employee's personnel file. Records of discipline are confidential personnel records subject to the privacy protections of the Government Records Access and Management Act (Utah Code § 63G-2-101 et seq.). Medical information related to a disciplinary action (including testing results and medical-cannabis-card status) shall be kept in a confidential medical file separate from the employee's personnel file, consistent with the Americans with Disabilities Act, 29 C.F.R. § 1630.14(c).

3.8.8 ADDITIONAL CONSIDERATIONS

The conduct described in §§ 3.8.1.1 through 3.8.1.3 is illustrative and does not represent every possible offense. Misconduct not specifically described in this Chapter will be addressed in a manner consistent with the District's general disciplinary framework and applicable law. The District may, in its discretion, modify the penalty for a given offense based on extenuating or aggravating circumstances. Disciplinary decisions remain subject to the District's obligations under federal and Utah anti-discrimination, anti-retaliation, due-process, and accommodation laws.

3.9 EXPUNGEMENT FROM ACTIVE PERSONNEL FILE

This section provides for the removal, after a defined period of satisfactory performance, of certain disciplinary documents from the active portion of an employee's personnel file used for ongoing employment decisions. Expungement under this section is a personnel-management tool intended to reward improved performance. It is **not** a destruction of District records. The District will retain the underlying records, in a separate inactive personnel-file archive, for the period required by the Utah Division of Archives and Records Service general retention schedule applicable to special districts (currently seven years after the matter is closed for grievance and discipline records, and the longer of seven years after end of employment or as otherwise required for performance-related records), federal recordkeeping rules (including 29 C.F.R. § 1602.14), and any other applicable law.

3.9.1 DISCRETIONARY REMOVAL OF DISCIPLINARY DOCUMENTS FROM ACTIVE FILE

The General Manager may, in the General Manager's reasonable discretion, remove the following items from an employee's active personnel file:

3.9.1.1 ORAL REPRIMANDS

A written record of an oral reprimand under § 3.8.2 may be removed from the active personnel file if (a) at least one (1) year has passed since the record was placed in the file and since the most recent adverse action or discipline taken with respect to the employee, and (b) the two most recent semi-annual performance evaluations under § 3.4 were satisfactory or better.

3.9.1.2 WRITTEN REPRIMANDS AND OTHER DISCIPLINARY DOCUMENTS

A written reprimand under § 3.8.3, a record of disciplinary probation under § 3.8.4, a record of a suspension under § 3.8.5, or other negative or adverse documentation in the employee's active personnel file may be removed if (a) at least two (2) years have passed since the record was placed in the file and since the most recent adverse action or discipline taken with respect to the employee, and (b) the three most recent semi-annual performance evaluations under § 3.4 were satisfactory or better.

3.9.1.3 CONSIDERATIONS

In exercising the discretion described in this section, the General Manager shall consider, in good faith and without regard to any characteristic protected by federal or Utah law, the progress and improvement made by the employee, the employee's general value to the District, the seriousness of the underlying conduct, and any continuing job-relatedness of the documentation. Discretionary decisions under this section are not appealable under § 3.14.

3.9.2 EMPLOYEE-REQUESTED REMOVAL FROM ACTIVE FILE

The District shall act on a written request under this subsection within a reasonable time. If the General Manager declines a request that meets the eligibility criteria, the General Manager shall provide the employee with a written explanation, and the employee may seek review of that decision by the Board of Trustees under § 3.14.

3.9.3 LIMITATIONS ON EXPUNGEMENT

Expungement under this section is subject to the following limitations:

3.9.3.1 RECORD RETENTION

Expungement under this section does not authorize the destruction of any District record. All disciplinary records shall be retained in an inactive personnel-file archive for the period required by the Utah State Archives general retention schedule, 29 C.F.R. § 1602.14, and other applicable record-retention law, and shall be destroyed only in accordance with the District's records retention and disposition policy.

3.9.3.2 LITIGATION AND CHARGE HOLDS

No record shall be removed from the active personnel file or otherwise expunged under this section while:

(a) a charge of discrimination, retaliation, or other unlawful employment practice involving the employee, or another employee whose claim references the documentation, is pending before the Equal Employment Opportunity Commission, the Utah Antidiscrimination and Labor Division, the Department of Labor, the Department of Justice, or any other federal, state, or local administrative agency;

(b) a lawsuit, grievance, or arbitration involving the employee, or another employee whose claim references the documentation, is pending or is reasonably anticipated;

(c) an internal investigation involving the employee, or another employee whose claim references the documentation, is open; or

(d) the District has received a litigation-hold notice or has otherwise determined that records must be preserved.

When any of the above conditions exist, the District shall preserve all relevant records, in addition to any otherwise required retention, until the final resolution of the matter and any related appeal.

3.9.3.3 GRAMA AND OTHER LEGAL DISCLOSURE

Expungement does not affect a record's status under the Government Records Access and Management Act (Utah Code § 63G-2-101 et seq.) or other applicable disclosure laws. Records that are "normally public" under GRAMA — including, where applicable, completed disciplinary actions where all administrative appeals have expired and the charges were sustained — remain subject to disclosure regardless of any expungement under this section.

3.9.3.4 PARTIAL EXPUNGEMENT

If a document otherwise eligible for expungement contains information that the General Manager reasonably determines should remain in the active personnel file (for example, factual information necessary to administer compensation, benefits, certifications, or licensing, or information required to be retained by federal or Utah law), the General Manager may redact only the portions properly subject to expungement and retain the balance. The General Manager's reasonable determination under this subsection is subject to review by the Board of Trustees under § 3.14, except where the determination is required to comply with applicable law.

3.9.3.5 MEDICAL AND CONFIDENTIAL RECORDS

This section does not apply to medical records, fitness-for-duty evaluations, drug- or alcohol-testing results, accommodation records, workers' compensation records, or other records that are required to be maintained in a confidential medical file separate from the personnel file under 29 C.F.R. § 1630.14(c) or other applicable law. Such records are governed by their own retention rules and the District's confidentiality policies.

3.9.3.6 CRIMINAL RECORD EXPUNGEMENT

This section concerns the District's internal personnel-file management. The District's treatment of criminal records that have been expunged or sealed by a court under Utah's Clean Slate law or comparable law is governed by §§ 3.2.5.5 and 3.8.1.1 of this Chapter and applicable Utah and federal law.

3.10 ANTI-HARASSMENT AND ANTI-DISCRIMINATION

The District is committed to providing all employees, applicants, contractors, volunteers, and other individuals conducting business with the District a work environment free from unlawful harassment, discrimination, and retaliation. The District prohibits harassment and discrimination based on race, color, religion, sex, pregnancy (including childbirth, breastfeeding, and related medical conditions), sexual orientation, gender identity, gender expression, national origin, ancestry, age (40 and over), physical or mental disability, genetic information, military or veteran status, or any other characteristic protected by federal, state, or local law.

Harassment includes unwelcome conduct — verbal, physical, visual, written, or electronic (including conduct occurring through email, text messages, social media, video conferencing, or other digital platforms, whether on-site, remote, or at District-sponsored events) — that is based on a protected characteristic and that either (a) is made an explicit or implicit term or condition of employment, (b) is used as the basis for an employment decision, or (c) is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical, visual, or electronic conduct of a sexual nature, including conduct constituting quid pro quo harassment or contributing to a hostile work environment. Sexual harassment can occur regardless of the gender, sexual orientation, or gender identity of either the person engaging in the conduct or the person experiencing it.

Any employee, supervisor, manager, or other individual found to have engaged in harassment, discrimination, or retaliation in violation of this policy will be subject to disciplinary action up to and including termination of employment. This policy applies to conduct by and toward employees, supervisors, applicants, contractors, vendors, customers, and any other person with whom employees interact in the course of District business.

3.10.1 REPORTING

Any employee who believes they have experienced or witnessed harassment, discrimination, or retaliation — or who believes the working environment contributes to such conduct — is strongly encouraged to report it promptly. Employees do not need to confront the alleged harasser before reporting, and prompt reporting helps the District respond effectively.

Reports may be made to any of the following, and an employee is not required to report to their direct supervisor (particularly if that supervisor is the source of the concern):

- The employee's immediate supervisor
- Any other manager or department head
- The Human Resources Director (or equivalent)
- General Manager

Reports may be made verbally or in writing. Employees are encouraged, but not required, to document the conduct of concern, including dates, times, locations, the nature of the conduct, the individuals involved, and the names of any witnesses. The absence of documentation will not, by itself, prevent the District from investigating a report.

Supervisors and managers who become aware of conduct that may violate this policy — whether through a formal report, an informal complaint, or their own observation — are required to report it promptly to Human Resources or another designated official. Failure to do so may itself result in discipline.

In addition to or instead of using the District's internal reporting process, employees may file a charge with the Utah Antidiscrimination and Labor Division (UALD) of the Utah Labor Commission, or with the U.S. Equal Employment Opportunity Commission (EEOC). Charges with the UALD must generally be filed within 180 days of the alleged conduct; EEOC charges within 300 days. Nothing in this policy is intended to limit any rights an employee has under federal, state, or local law.

3.10.2 INVESTIGATION AND RESPONSE

The District will promptly, thoroughly, and impartially investigate all reports of harassment, discrimination, and retaliation. Investigations will be conducted in a manner that protects the confidentiality of those involved to the greatest extent possible, consistent with the need to conduct a thorough investigation and to comply with applicable law.

Investigations will be conducted by the General Manager or another qualified investigator designated by the District. Where a report concerns the conduct of a department manager or other senior official, the investigation will be assigned to an investigator outside that individual's chain of supervision to ensure impartiality.

During the investigation, the District may take appropriate interim measures to protect the parties involved, which may include schedule adjustments, work location changes, or administrative leave. These measures will not disadvantage the reporting party.

At the conclusion of the investigation, the District will determine whether a violation of this policy has occurred and will take prompt, appropriate corrective action where warranted. Corrective action may include training, counseling, written warnings, reassignment, suspension, demotion, or termination. The District will communicate the general outcome of the investigation to the reporting party and the responding party to the extent permitted by law.

3.10.3 NON-RETALIATION

The District strictly prohibits retaliation against any individual who in good faith reports harassment, discrimination, or other prohibited conduct; participates in an investigation; opposes a practice they reasonably believe violates this policy; or exercises any right protected by federal, state, or local law. Retaliation includes any adverse action — including but not limited to termination, demotion, discipline, undesirable reassignment, exclusion from meetings or opportunities, or hostile treatment — taken because of protected activity.

Any employee who believes they have experienced retaliation should report it using the same procedures described in Section 3.10.1. Retaliation is a separate violation of this policy and will result in discipline up to and including termination, regardless of whether the underlying complaint is ultimately substantiated.

3.10.4 WHISTLEBLOWER PROTECTION

The District is committed to conducting its operations ethically, lawfully, and with integrity. Employees are encouraged to report, in good faith, any suspected violations of law, fraud, misuse of public funds or property, unsafe practices, or other improper conduct to their supervisor, the General Manager, the Board Chair, or legal counsel. The District prohibits retaliation against any employee who makes a good-faith report or participates in an investigation. Reports will be reviewed promptly and handled as confidentially as practicable. Employees who knowingly make false or malicious reports may be subject to disciplinary action.

3.11 TOBACCO, VAPING, AND SUBSTANCE USE

3.11.1 TOBACCO AND VAPING

3.11.1.1 PROHIBITION

Consistent with the Utah Indoor Clean Air Act, Utah Code § 26B-7-501 et seq. (formerly cited as § 26-38-1 et seq., recodified effective July 1, 2023, as part of Utah's reorganization of Title 26 into Title 26B), and the implementing rules at Utah Admin. Code R392-510, the District prohibits smoking and vaping:

(a) in all enclosed indoor District buildings, offices, vehicles, and other District workplaces;

(b) within twenty-five (25) feet of any entrance, exit, open window, or air intake of a District building; and

(c) in any other location where smoking or vaping is prohibited by law.

For purposes of this section, "smoking" includes inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or other product containing tobacco or any plant product intended for inhalation, and "vaping" includes use of any electronic cigarette, e-cigarette, e-cigar, e-pipe, vape pen, or other electronic oral device that provides a vapor of nicotine or other substance.

3.11.1.2 SIGNAGE

The District will post "No Smoking" signage at all District building entrances and other locations as required by Utah Admin. Code R392-510-11. The District is responsible for compliance with the Act in District-controlled premises.

3.11.1.3 ENFORCEMENT

A District employee who observes any person smoking or vaping in apparent violation of this section or the Utah Indoor Clean Air Act should ask the person to stop. If the person fails to comply, the employee should ask the person to leave the District premises and report the matter to a supervisor or the General Manager. Conflicts arising under this section should be addressed through the General Manager. The right of an employee or member of the public to a smoke- and vapor-free workplace shall take precedence over any individual desire to smoke or vape in violation of this policy.

Repeated or willful violation by an employee may result in discipline under § 3.8.

3.11.1.4 NON-RETALIATION FOR ENFORCEMENT

The District will not discriminate or take any adverse action against an employee or applicant because that person has sought enforcement of the Utah Indoor Clean Air Act, sought enforcement of this policy, or otherwise protested smoking or vaping by others in the workplace.

3.11.2 DRUGS AND ALCOHOL

3.11.2.1 GENERAL PROHIBITIONS

Consistent with §§ 3.8.1.4 and 3.8.1.5 of this Chapter, the unauthorized use, possession, manufacture, distribution, or sale of alcohol, illegal drugs, or controlled substances during scheduled work hours, on District property, while operating District vehicles or equipment, or while on call under § 3.6 is prohibited and may result in discipline up to and including dismissal.

3.11.2.2 WRITTEN DRUG AND ALCOHOL TESTING POLICY

The District maintains a written drug and alcohol testing policy that establishes:

(a) the conditions under which the District may require pre-employment, post-incident, reasonable-suspicion, or other testing;

(b) the substances tested for and the cut-off levels used;

(c) the collection, chain-of-custody, laboratory-confirmation, and medical-review-officer procedures, which shall meet or exceed the standards in Utah Code § 34-38-1 et seq. (the Utah Drug and Alcohol Testing Act);

(d) the rights of the tested employee, including the right to confirmation testing by a laboratory certified by the U.S. Department of Health and Human Services under the National Laboratory Certification Program when the sample is urine;

(e) the confidentiality of test-related information consistent with Utah Code § 34-38-13 and the Americans with Disabilities Act, 29 C.F.R. § 1630.14(c); and

(f) the disciplinary and rehabilitative actions the District may take based on test results, consistent with § 3.8 of this Chapter.

The General Manager shall provide a written copy of the District's drug and alcohol testing policy for each current employee and shall make the policy available for review by prospective employees. The District acknowledges that, although as a political subdivision the District is not bound by all provisions of the Utah Drug and Alcohol Testing Act, the District follows that Act and its substantive standards as a matter of best practice.

3.11.2.3 LAWFULLY PRESCRIBED MEDICATIONS, MEDICAL CANNABIS, AND ACCOMMODATIONS

The District's treatment of lawfully prescribed medications, medical cannabis, and accommodations for substance-related disabilities (including alcohol use disorder, where the employee is in recovery and not currently using) is governed by §§ 3.1.2 and 3.8.1.5. The District's drug and alcohol testing policy shall provide for medical-review-officer review of positive test results to identify lawful prescribed-medication explanations and valid medical-cannabis-card status before any adverse action.

3.11.2.4 EMPLOYEE ASSISTANCE AND VOLUNTARY DISCLOSURE

The District encourages employees who believe they may have a substance-use issue to seek help voluntarily. To the extent the District offers an Employee Assistance Program or comparable referral resource, an employee may use that resource confidentially. Voluntary disclosure of a substance-use concern, made before any incident or test that would otherwise trigger discipline, will be addressed in good faith and may, at the General Manager's discretion, be handled through rehabilitative rather than disciplinary measures, consistent with the District's safety obligations and applicable law.

3.11.2.5 NON-RETALIATION

The District will not retaliate against any employee for participating in good faith in any drug or alcohol testing program, for raising concerns about safety risks related to substance use by others, for requesting an accommodation under § 3.1.2 in connection with a substance-related disability, or for engaging in any other activity protected by federal or Utah law.

3.12 ETHICS

3.12.1 APPLICABILITY OF UTAH ETHICS LAWS

3.12.1.1 GOVERNING STATUTES

The District is a political subdivision of the State of Utah under Title 17B of the Utah Code. Trustees and employees of the District are subject to the Utah Public Officers' and Employees' Ethics Act, Utah Code §§ 67-16-1 through 67-16-16, as amended (the "Ethics Act"); the conflict-of-interest disclosure requirements applicable to special public officers and special districts under §§ 67-16-7, 67-16-8, and 67-16-16 and Title 20A, Chapter 11, Part 16; the nepotism limitations of Title 52, Chapter 3, as amended; and the procedures of the Political Subdivisions Ethics Review Commission under Title 63A, Chapter 15. The definitions set forth in those statutes are incorporated by reference into this section.

3.12.1.2 GENERAL STANDARD OF CONDUCT

Trustees and employees shall faithfully discharge their public duties, shall avoid actual and apparent conflicts of interest between their public duties and their private interests, shall not use their official positions for private gain or to secure special privileges or exemptions, and shall protect the confidentiality of information acquired in the course of official duties.

3.12.2 USE OF POSITION AND PROTECTED INFORMATION

3.12.2.1 IMPROPER USE OF INFORMATION

Consistent with Utah Code § 67-16-4, a Trustee or employee may not:

(a) disclose or use controlled, private, protected, or other non-public information acquired by reason of the Trustee's or employee's official position with the District for any purpose other than the proper performance of official duties;

(b) use or attempt to use the Trustee's or employee's official position to secure special privileges, exemptions, or financial benefits for the Trustee or employee, the Trustee's or employee's spouse, minor children, or any business entity in which the Trustee or employee has a substantial interest, or any other person; or

(c) accept outside employment, engage in any business or professional activity, or accept any compensation or other consideration that would reasonably be expected to require or induce the Trustee or employee to disclose protected information, to use such information for private gain, or to impair the Trustee's or employee's independence of judgment in the performance of public duties.

3.12.2.2 OUTSIDE EMPLOYMENT — ADVANCE DISCLOSURE

An employee who proposes to accept outside employment shall disclose the proposed outside employment to the General Manager in writing in advance, and shall not begin the outside employment until the General Manager has determined in writing that the outside employment is consistent with this section. A Trustee who proposes to accept outside employment that may relate to the District's operations shall disclose the proposed outside employment to the Board chair (or to the vice chair, if the Trustee is the chair) in advance.

3.12.3 GIFTS, COMPENSATION, AND LOANS

3.12.3.1 GENERAL PROHIBITION

Consistent with Utah Code § 67-16-5, a Trustee or employee may not knowingly receive, accept, take, seek, or solicit, directly or indirectly, for the Trustee or employee or for another, any gift of substantial value, any economic benefit tantamount to a gift, or any compensation or loan of substantial value, that:

(a) would tend to improperly influence a reasonable person in the Trustee's or employee's position to depart from the faithful and impartial discharge of public duties;

(b) the Trustee or employee knows or should know is primarily for the purpose of rewarding the Trustee or employee for official action taken; or

(c) is offered by a person who has been, is, or may be involved in any governmental action directly affecting the donor or lender, unless the gift, compensation, or loan and other relevant information has been disclosed in the manner provided by Utah Code § 67-16-5.

3.12.3.2 OCCASIONAL NON-PECUNIARY GIFTS

For purposes of this section, an occasional non-pecuniary gift having a reasonable value of $50.00 or less is not, by itself, a "gift of substantial value" under the Ethics Act. The District nonetheless requires that any non-pecuniary gift accepted by an employee from a vendor, contractor, applicant, or other person doing business or seeking to do business with the District be reported promptly in writing to the General Manager, and any such gift accepted by the General Manager or by a Trustee shall be reported promptly in writing to the Board chair. The Board may, by resolution, adjust the dollar threshold in this subsection from time to time.

3.12.3.3 COMPLIMENTARY TICKETS

Complimentary tickets to arts, entertainment, sports, or similar events received by an employee or Trustee in connection with the recipient's District position shall, if the face value of the ticket equals or exceeds $25.00, be returned to the District; the District may make available such tickets to interested employees through a publicly announced selection process (such as a drawing pool) administered by the General Manager.

3.12.3.4 PERMITTED ITEMS

Consistent with Utah Code § 67-16-5, this section does not prohibit:

(a) campaign contributions made in compliance with Title 20A, Chapter 11 (Campaign and Financial Reporting Requirements);

(b) loans made in the ordinary course of business by financial institutions on terms generally available to the public;

(c) public awards, plaques, certificates of appreciation, or similar non-pecuniary recognition received in the Trustee's or employee's public capacity;

(d) reasonable food and refreshment provided in connection with public meetings, conferences, or training sessions; or

(e) reimbursement of reasonable travel and lodging expenses for the Trustee's or employee's attendance at a meeting or event, where the Trustee or employee is delivering a speech, attending in an official capacity, or participating on a panel, and where the reimbursement is permitted by the Ethics Act and disclosed as required by law.

3.12.4 CONFLICTS OF INTEREST AND DISCLOSURE

3.12.4.1 PARTICIPATION IN TRANSACTIONS

Consistent with Utah Code §§ 67-16-8 and 67-16-9, a Trustee or employee shall not participate in the Trustee's or employee's official capacity in, and shall not receive compensation in respect to, any transaction between the District and any business entity in which the Trustee or employee, or the Trustee's or employee's spouse or minor children, has a substantial interest or serves as an officer, director, agent, or employee, except:

(a) where the Trustee or employee has filed a sworn statement disclosing the substantial interest in the manner provided by § 67-16-7 and the disclosure is otherwise permitted by law; or

(b) where the participation is otherwise expressly permitted by Utah law.

A Trustee with a conflict under this subsection shall recuse from the Board's discussion and vote on the matter, and the recusal shall be recorded in the Board minutes.

3.12.4.2 SUBSTANTIAL-INTEREST DISCLOSURE — § 67-16-7

Consistent with Utah Code § 67-16-7, a Trustee or employee who has a substantial interest in any business entity that is regulated by the District, or that has done or proposes to do business with the District in an amount exceeding $2,000, shall disclose the substantial interest in a sworn written statement filed with the General Manager and the Board chair. The disclosure shall be made before participating in any transaction described in § 3.12.4.1, before receiving any compensation in connection with such a transaction, and at the times otherwise required by § 67-16-7. Disclosures under this subsection are public information.

3.12.4.3 ANNUAL CONFLICT-OF-INTEREST DISCLOSURE — § 67-16-16

Consistent with Utah Code § 67-16-16, each Trustee, and each District employee who is a "special public officer" within the meaning of that section, shall, no sooner than January 1 and no later than January 31 of each year during which the Trustee or employee holds elected or appointed office, prepare a written conflict-of-interest disclosure statement that contains a response to each item of information described in Utah Code § 20A-11-1604(6) and submit the statement to the General Manager (or the General Manager's designee) acting as filing clerk. The General Manager shall, within ten business days, post an electronic copy of each disclosure statement on the District's website and provide the lieutenant governor with a link to the posting. The disclosure shall remain posted on the District's website until the Trustee or employee leaves office.

Failure to file the annual disclosure required by § 67-16-16 may result in a $100 civil fine imposed by the District acting as filing clerk and may, depending on the circumstances, constitute a criminal violation under that section. The General Manager shall provide annual notice to all Trustees and to any covered employee of the upcoming filing deadline.

3.12.4.4 NEPOTISM

Consistent with Utah Code § 52-3-1 et seq. (the Public Employment of Relatives Act), as amended (including by H.B. 38 (2025)), no Trustee or employee shall employ, appoint, supervise, recommend for hiring or promotion, or take any other employment action favorable to a relative of the Trustee or employee, except as expressly permitted by that statute. The District's nepotism procedures under § 3.2 of this Chapter govern the disclosure and handling of family relationships in employment.

3.12.4.5 REFERRAL OF QUESTIONS

A Trustee or employee who is uncertain whether a particular relationship, interest, or proposed action constitutes a conflict of interest under this section or applicable law may submit the question in writing to the General Manager, who may, at the General Manager's discretion or at the request of the Trustee or employee, refer the matter to the Board, the District's legal counsel, or both. The Board's good-faith determination on the question shall be recorded in the minutes.

3.12.5 ENFORCEMENT AND COMPLAINTS

3.12.5.1 INTERNAL ENFORCEMENT

A Trustee or employee who knowingly and intentionally violates this section or the Ethics Act may be subject to discipline under § 3.8 of this Chapter (in the case of an employee), to action by the Board (in the case of a Trustee), and, where Utah Code § 67-16-12 or § 67-16-14 applies, to mandatory dismissal.

3.12.5.2 EXTERNAL COMPLAINTS

Any person may file a complaint alleging an ethics violation by a Trustee or District employee with the Political Subdivisions Ethics Review Commission under Utah Code § 63A-15-501 et seq. The District will cooperate with any investigation conducted by the Commission, the appropriate county attorney, district attorney, or other governmental authority. This section does not limit the right of any person to pursue any other remedy available under federal or Utah law.

3.12.5.3 NON-RETALIATION

The District will not retaliate against any Trustee, employee, or other person for reporting in good faith a suspected violation of this section, the Ethics Act, or other applicable ethics law, or for participating in good faith in an investigation or proceeding under this section. Retaliation prohibited by this subsection is also a violation of § 3.10 of this Chapter.

3.13 SEPARATION FROM EMPLOYMENT

This section governs separations from District employment, including resignations, retirements, layoffs, terminations for cause, and medical separations. Separations shall be administered consistently and without regard to any characteristic protected by federal or Utah law.

3.13.1 RESIGNATION

3.13.1.1 EMPLOYEE'S RIGHT TO RESIGN

Consistent with the at-will principle stated in § 3.1, an employee may resign at any time, with or without cause. Employees are requested to provide the District with at least two (2) weeks' written notice of resignation so that the District can plan for an orderly transition; managers and supervisors are requested to provide at least four (4) weeks' notice. Failure to provide the requested notice does not, by itself, deprive the employee of any earned wages, accrued leave payable under § 3.13.7.3, or benefits to which the employee is otherwise entitled.

3.13.1.2 IRREVOCABILITY OF RESIGNATION

Once an employee has tendered a resignation in writing to the District, the resignation may not be unilaterally withdrawn. The employee may continue to work beyond the effective date of the resignation, or rescind the resignation, only by written agreement with the General Manager.

3.13.1.3 DISTRICT'S RIGHT TO ACCEPT EARLY EFFECTIVE DATE

The District may, in its discretion, accept a resignation effective on a date earlier than the date specified in the employee's notice, and may relieve the employee of further duties before the original effective date, provided that the employee is paid the wages the employee would have earned through the date originally specified by the employee or such earlier date as the parties may agree in writing.

3.13.2 VOLUNTARY RETIREMENT

3.13.2.1 EMPLOYEE-INITIATED RETIREMENT

An employee who decides to retire is requested, but not required, to notify the District at least three (3) months in advance to permit orderly transition planning and benefits coordination.

3.13.2.2 NO MANDATORY RETIREMENT

The District does not impose any mandatory retirement age. No employee will be required to retire on the basis of age, disability, pregnancy or pregnancy-related condition, or any other characteristic protected by federal or Utah law.

3.13.2.3 INFORMATION AND ASSISTANCE

Upon receiving notice of intent to retire, or at any other time at the employee's request, the District shall:

(a) provide the employee with information about retirement-benefit options under the Utah Retirement Systems;

(b) advise the employee to notify the Utah Retirement Systems and any other applicable benefit administrator of the intent to retire.

3.13.2.4 RIGHT TO RESCIND RETIREMENT NOTICE

Unlike a resignation under § 3.13.1, a notice of intent to retire may be rescinded by the employee at any time before the effective date of retirement by written notice to the General Manager, provided that the rescission does not materially prejudice the District's good-faith reliance on the notice (for example, where the District has hired a replacement). The General Manager shall act in good faith in evaluating any claim of prejudice.

3.13.3 REDUCTIONS IN FORCE

3.13.3.1 GENERAL PRINCIPLES

When the District determines that a reduction in force ("RIF") is necessary because of lack of work, lack of budgeted funds, reorganization, or other legitimate operational reasons, the District will, to the extent reasonably feasible, attempt to minimize involuntary separations by reassignment, attrition, voluntary measures, or other means. RIF decisions shall be based on legitimate, documented, job-related, and nondiscriminatory criteria.

3.13.3.2 SELECTION CRITERIA

In selecting employees for an RIF, the District may consider, in any combination and in no particular order of importance:

(a) operational needs and the District's continuing functional requirements;

(b) employment classification, with the General Manager generally considering temporary, seasonal, and probationary employees for separation before non-probationary merit employees in the same affected classifications;

(c) job-related skills, qualifications, certifications, and the ability to perform the work that will remain after the RIF;

(d) documented performance, as reflected in the employee's most recent performance evaluations under § 3.4; and

(e) seniority, particularly as a tiebreaker among employees of substantially equal qualification and performance.

The criteria selected for any particular RIF shall be documented in writing before selection decisions are made and shall be applied consistently to all employees in the affected classifications.

3.13.3.3 ANTI-DISCRIMINATION REVIEW

Before finalizing RIF selections, the District shall review the proposed selections for any apparent disparate impact based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age (40 and over), disability, genetic information, military or veteran status, or any other characteristic protected by federal or Utah law, and shall reasonably consider whether any such impact reflects an unjustified application of the selection criteria. Selection decisions shall not be based on, or designed to favor or disfavor any individual or group on the basis of, a protected characteristic. The District's review under this subsection is for the purpose of identifying and correcting any unjustified disparate impact in the application of facially neutral criteria; it is not a basis for race-, sex-, or other protected-characteristic-conscious selection.

3.13.3.4 NOTIFICATION

When an RIF becomes necessary, the District shall provide each affected employee with a written notice stating: (a) the reason for the RIF; (b) the effective date of the separation; (c) any reassignment options under consideration; (d) the resources available to the employee for unemployment compensation and re-employment assistance; and (e) any severance, COBRA, or related benefits being offered.

The District will endeavor to provide as much advance notice as is practical under the circumstances. If advance notice of less than two (2) weeks is given, the District may, in its discretion, provide pay in lieu of notice equal to two (2) weeks of the employee's regular wages.

3.13.3.5 WARN ACT

The District shall determine, before each significant RIF, whether the federal Worker Adjustment and Retraining Notification ("WARN") Act, 29 U.S.C. § 2101 et seq., applies. The WARN Act generally applies to employers with 100 or more full-time employees, or 100 or more employees (full- and part-time) who in the aggregate work at least 4,000 hours per week. Coverage is fact-specific, and the District should not assume non-coverage without current verification. Where the WARN Act applies, the District shall provide the 60-day advance notice and other obligations required by the Act. Utah does not currently have a state "mini-WARN" statute that imposes additional requirements.

3.13.3.6 GROUP RELEASES

Where an RIF involves the proposed termination of two or more employees age 40 or older and the District seeks releases of any rights or claims, the District shall comply with the OWBPA group-release provisions described in § 3.13.2.5, including the 45-day consideration period and the group-disclosure requirements of 29 C.F.R. § 1625.22(f).

3.13.4 EXIT PROCEDURES

3.13.4.1 EXIT INTERVIEW

The District may conduct a voluntary exit interview with each separating employee. The interview is conducted by the General Manager or a designee. Employee participation is encouraged but not mandatory. The interview is intended to confirm the return of District property, to coordinate final pay and benefits, to provide information about COBRA and unemployment compensation, and to receive any feedback the employee wishes to provide. Information disclosed by the employee in the exit interview is treated consistently with the confidentiality obligations set forth in § 3.10.

3.13.4.2 RETURN OF DISTRICT PROPERTY

Before the effective date of separation, or as soon thereafter as reasonably possible, the employee shall return to the District all District property in the employee's possession, including identification cards, keys, vehicles, equipment, electronic devices, credentials, records, and any other District property.

3.13.5 SEPARATION AGREEMENTS, SEVERANCE, AND FINAL PAY

3.13.5.1 SEPARATION AGREEMENTS

The District does not require a separation agreement for routine separations, including resignations and ordinary retirements. The District may offer a separation agreement when (a) the District is offering severance pay or other consideration in addition to amounts otherwise owed, (b) the parties are resolving a dispute or potential dispute, (c) an RIF is being implemented, or (d) other circumstances reasonably warrant a written agreement. Any separation agreement shall be drafted or reviewed by the District's legal counsel before presentation to the employee.

3.13.5.2 SEVERANCE PAY

There is no statute, rule, or contract that requires the District to pay severance, except as the District may, in a particular case, agree by separation agreement. Severance pay, when offered, is at the District's sole discretion, shall be administered in a nondiscriminatory manner, and may be conditioned on the employee's execution of a separation agreement that complies with this section. Severance shall not be offered or denied on the basis of any characteristic protected by federal or Utah law.

3.13.5.3 ACCRUED VACATION AND OTHER ACCUMULATED LEAVE

Upon separation, an employee shall be paid:

(a) all earned but unpaid wages, including any earned overtime;

(b) the cash value of all unused, accrued vacation leave at the employee's regular hourly rate as of the date of separation; and

(c) the cash value of any other accumulated leave that the District has agreed by policy to pay out, calculated as provided in this Chapter.

The District is not required by law to pay out unused, accrued sick leave; the District's policy on payout of accumulated sick leave shall be set forth in the leave provisions of this Chapter or by written Board resolution.

3.13.5.4 FINAL PAY — TIMING

Consistent with Utah Code § 34-28-5:

(a) Where the District terminates an employee involuntarily (including by discharge or by RIF separation), all wages then earned and unpaid shall be paid to the employee within twenty-four (24) hours after the time of separation. The District shall, where reasonably practicable, deliver the final paycheck at or before the termination meeting.

(b) Where the employee resigns or retires, all wages then earned and unpaid shall be paid on the next regular payday following the effective date of separation.

3.13.5.5 BENEFITS CONTINUATION

The District shall provide separating employees with the COBRA election notice required by 29 U.S.C. § 1161 et seq. and 26 C.F.R. § 54.4980B et seq., timely notice of conversion rights for life and disability insurance where applicable, and information about portability of any retirement benefits. Information about Utah Retirement Systems benefits shall be provided as required by §§ 3.13.2.3 and 3.15.

3.14 GRIEVANCE AND APPEAL PROCEDURE

It is the policy of the District to ensure that all employees have the right to raise work-related concerns in a safe, fair, and timely manner. The District encourages open communication between management and employees and supports resolving disputes informally and at the lowest possible level whenever practical. Employees with a work-related problem or concern are encouraged to discuss it with their immediate supervisor as soon as the issue arises. All complaints will receive full and thorough consideration.

If an employee would rather not approach their immediate supervisor — or if the matter is not adequately addressed at the supervisor level — the employee may raise the concern with the General Manager or, if appropriate, with Human Resources. If informal resolution is not achieved, the employee may use the formal Grievance Procedure described below.

Relationship to other procedures. Complaints of harassment, discrimination, or retaliation based on a protected characteristic are governed by Section 3.10 (Anti-Harassment and Anti-Discrimination). An employee may pursue such complaints under

Section 3.10, under this Section 3.14, or both, and is not required to exhaust this procedure before filing a charge with the Utah Antidiscrimination and Labor Division (UALD) or the U.S. Equal Employment Opportunity Commission (EEOC).

3.14.1 DEFINITION OF A GRIEVANCE

A grievance is a written complaint by an employee alleging a violation, misapplication, or misinterpretation of the District's personnel policies, or an action affecting wages, hours, working conditions, or terms of employment that the employee believes has caused injury, injustice, or wrong. The procedures in Section 3.14.5 apply to appeals of discharge, suspension without pay, demotion, or involuntary transfer with reduced compensation.

3.14.2 RIGHT TO USE THE PROCEDURE

Any employee may use this Grievance Procedure to resolve work-related problems or grievances that cannot be resolved through normal supervisory channels. Employees on initial new-hire probation generally do not have appeal rights under Section 3.14.5 for separation during the probationary period, except where required by law (including complaints alleging discrimination, harassment, retaliation, or violation of other legally protected rights, which may be raised regardless of probationary status).

3.14.3 WRITING REQUIRED

All formal grievances must be submitted in writing to the employee's immediate supervisor, with a copy delivered to the General Manager and to Human Resources. The written grievance must clearly state:

- the facts and circumstances giving rise to the grievance, including relevant dates;
- the policy provision, rule, or condition alleged to have been violated or misapplied;
- the individuals directly involved;
- the remedy or resolution sought.

3.14.4 PROCEDURE — GRIEVANCES NOT INVOLVING DISCHARGE, SUSPENSION, DEMOTION, OR INVOLUNTARY TRANSFER

The following steps apply to grievances that do not involve discharge, suspension without pay, demotion, or involuntary transfer with reduced compensation:

Step 1. The employee shall submit the written grievance to their immediate supervisor, with copies to the General Manager, within twenty (20) working days after the event giving rise to the grievance, or within twenty (20) working days after the employee knew or reasonably should have known of the event.

Step 2. Within ten (10) working days after receiving the grievance, the supervisor will meet with the employee to discuss the matter and will issue a written decision.

Step 3. If the grievance is not resolved at Step 2, the employee may, within ten (10) working days after receiving the supervisor's decision, submit the grievance in writing to the General Manager. The General Manager will review the matter, may meet with the employee and other relevant parties, and will issue a written decision within fifteen (15) working days.

Step 4. If the grievance is not resolved at Step 3, the employee may, within ten (10) working days after receiving the General Manager's decision, request in writing that the matter be referred to the Board of Trustees. The Board may either accept the referral for review or affirm the General Manager's decision.

Step 5. If the Board accepts the referral, the Board may assign two Trustees to review the matter and make a recommendation, or the Board may hear the matter directly. The Board's decision shall be final and conclusive within the District's internal grievance process. Nothing in this section limits any external rights the employee may have under federal or state law.

Time limits. Time limits may be extended by written agreement of the parties. Failure of the District to meet a time limit allows the employee to advance the grievance to the next step. Failure of the employee to advance a grievance within the applicable time limit will be deemed a withdrawal of the grievance, absent excusable neglect.

3.14.5 PROCEDURE — DISCHARGE, SUSPENSION WITHOUT PAY, DEMOTION, OR INVOLUNTARY TRANSFER

Because discharge, suspension without pay, demotion, and involuntary transfer with reduced compensation may affect a property interest in continued employment, the following pre-deprivation and post-deprivation procedures apply.

Pre-Deprivation Notice and Opportunity to Respond. Before imposing discharge, suspension without pay, demotion, or involuntary transfer with reduced compensation (other than emergency administrative leave under Section 3.14.5(f)), the District will provide the employee with:

(a) Written notice of the proposed action, including the specific charges or grounds, a summary of the evidence supporting the proposed action, and the effective date of the proposed action;

(b) A reasonable opportunity to respond — orally, in writing, or both — to a designated decision-maker before the action takes effect. The employee will be given no fewer than five (5) working days from receipt of the notice to prepare a response, unless a shorter period is required due to safety or other compelling circumstances documented in writing;

(c) The right to be accompanied at any oral response meeting by legal counsel or another representative of the employee's choosing, at the employee's expense.

After considering the employee's response, the decision-maker will issue a written final determination. If the action is imposed, the written determination will inform the employee of the right to appeal under this Section 3.14.5.

Post-Deprivation Appeal. An employee who is subject to discharge, suspension without pay, demotion, or involuntary transfer with reduced compensation may appeal as follows:

Step 1. The employee shall file a written notice of appeal with the General Manager within twenty (20) working days after receiving the written determination. If the action was taken by the General Manager, the notice of appeal shall be filed with the Chair of the Board of Trustees.

Step 2. The General Manager (or, where the General Manager is the decision-maker, a Trustee or hearing officer designated by the Board) will conduct an investigation and a hearing. The employee is entitled to: (i) appear in person; (ii) be represented by legal counsel or another representative at the employee's expense; (iii) review the evidence being considered, subject to applicable confidentiality requirements; (iv) present evidence and witnesses on their own behalf; and (v) question adverse witnesses, subject to reasonable limits set by the presiding officer.

Step 3. If the General Manager or designated officer upholds the action, the employee may, within fourteen (14) calendar days after receiving the written decision, file a written appeal to the full Board of Trustees by delivering a copy of the appeal to the Chair of the Board.

Step 4. The Board will hear the appeal within forty-five (45) calendar days after the filing of the notice of appeal, unless extended by agreement of the parties or for good cause. The affected employee will be notified of the date, time, and location of the hearing at least fifteen (15) calendar days before the hearing. The Board may, at its discretion, take new evidence or review the record developed below. The employee may appear in person, be represented by legal counsel at the employee's expense, and fully participate in the hearing. The Board will issue a written decision within thirty (30) calendar days after the hearing. The decision of the Board shall be final and conclusive within the District's internal appeal process. Nothing in this section limits any rights the employee may have under federal or state law, including the right to seek judicial review where available.

Emergency Administrative Leave. Where the General Manager determines that an employee's continued presence in the workplace poses a threat to the safety of persons or property, would interfere with an investigation, or would otherwise create a serious risk to District operations, the District may place the employee on paid administrative leave pending completion of the procedures in this Section 3.14.5. Paid administrative leave does not deprive the employee of a property interest and is not itself subject to pre-deprivation procedures.

3.14.6 OPEN AND CLOSED MEETINGS

Any portion of a hearing or Board proceeding under this Section 3.14 involving the character, professional competence, or physical or mental health of an individual employee may be closed to the public to the extent permitted by Utah Code § 52-4-205. The employee may request that the hearing be open. Records of grievance and appeal proceedings will be maintained and disclosed in accordance with the Utah Government Records Access and Management Act (GRAMA), Utah Code § 63G-2-101 et seq.

3.14.7 RETALIATION PROHIBITED

The District prohibits retaliation against any employee for filing a grievance or appeal in good faith, participating in a grievance or appeal proceeding (including as a witness or representative), or otherwise exercising rights under this Section 3.14. Retaliation includes any adverse employment action — including discipline, demotion, termination, undesirable reassignment, exclusion from opportunities, or hostile treatment — taken because of protected activity. Any employee who believes they have experienced retaliation should report it under Section 3.10. Retaliation is a separate violation of District policy and will result in discipline up to and including termination, regardless of the outcome of the underlying grievance.

3.14.8 NO WAIVER OF STATUTORY RIGHTS

Nothing in this Section 3.14 limits or waives any right an employee has under federal, state, or local law, including the right to file a charge or complaint with the UALD, EEOC, Utah Labor Commission, Occupational Safety and Health Administration, or any other agency, or to seek judicial review where available. Use of this Grievance Procedure is not a prerequisite to filing such a charge or complaint, except where required by law.

3.15 RETIREMENT BENEFITS

The District participates in the Utah Retirement Systems ("URS") in accordance with Title 49 of the Utah Code (the "Utah State Retirement and Insurance Benefit Act"). This section summarizes the District's participation. URS, not this section, is the authoritative source on benefit amounts, eligibility, vesting, and elections. Specific information regarding plan options, contribution rates, vesting, retirement-benefit calculations, and beneficiary designations is available from URS and from the District's payroll office.

3.15.1 PARTICIPATION

3.15.1.1 GENERAL RULE. The District is a participating employer in URS. Participation in URS by an employee is governed by URS statutes and rules, including the eligibility requirements of Utah Code § 49-13-201 et seq. (Tier 1 Public Employees' Noncontributory Retirement Act) and § 49-22-201 et seq. (Tier 2 Public Employees' Contributory Retirement Act).

3.15.1.2 TIER 1 AND TIER 2. An employee whose URS-eligible employment with a participating employer first began before July 1, 2011, and who has not had a break in service that disqualifies Tier 1 eligibility, generally participates in the Tier 1 Public Employees' Noncontributory Retirement System. An employee whose URS-eligible employment with a participating employer first began on or after July 1, 2011, generally participates in Tier 2 and elects between the Tier 2 Hybrid Retirement System (a defined-benefit pension with a defined-contribution component) and the Tier 2 Defined Contribution Plan (a 401(k)-type plan administered by URS). The election must be made within twelve (12) months of the employee's enrollment with URS in the Tier 2 system; if no election is made, the employee defaults into the Tier 2 Hybrid Option.

3.15.1.3 ENROLLMENT. The District shall enroll each URS-eligible employee with URS as required by Title 49 and shall report contributions and other information as URS requires. The District may designate up to 10% of administrative or appointed positions as eligible for exemption from URS. The District shall provide each new URS-eligible Tier 2 employee with information about the Tier 2 election and the deadline for making it. URS provides the official enrollment, election, and benefit-administration procedures.

3.15.2 CONTRIBUTIONS

3.15.2.1 EMPLOYER CONTRIBUTIONS. The District shall pay the contribution amounts established by URS and the Utah Retirement Board for each system in which the District participates. For Tier 1 noncontributory positions, the District contributes the actuarially determined rate.

3.15.2.2 TIER 2 — 10% EMPLOYER CAP AND EMPLOYEE CONTRIBUTION ABOVE THE CAP. For Tier 2 Hybrid Retirement positions, state law caps the District's contribution at ten percent (10%) of the employee's compensation. If the actuarially required contribution rate set by the Retirement Board exceeds ten percent (10%), the employee is responsible for paying the difference, and the District may not pay that amount on the employee's behalf. Effective July 1, 2026, the Tier 2 Hybrid contribution rate is set at 11.30%, requiring a 1.3% employee contribution; subsequent rate changes may further adjust the employee's contribution amount. Information about current rates is available at www.urs.org/rates.

3.15.2.3 TIER 2 401(k) OPTION. An employee who elects the Tier 2 Defined Contribution (401(k)) Option does not pay a member contribution; the District's required contribution is paid into the employee's URS 401(k) account, where it vests according to the schedule established by URS rules.

3.15.3 ELECTION OPTION FOR EXEMPT POSITIONS

The District may designate certain positions as eligible for exemption from URS pension membership, in which case the individual occupying the designated position may elect, by filing a written request with URS prior to any URS contribution being made on the employee's behalf, to receive the District's required URS contribution into the URS 401(k) Plan in lieu of pension participation. By state law:

(a) Positions eligible for exemption are limited to the categories set forth in §§ 49-13-203 and 49-22-203, including elected officials, certain executive heads, certain board and commission members, and at-will senior administrative positions.

(b) The District may not exempt more than the lesser of fifty (50) positions or ten percent (10%) of the District's employees.

(c) The District shall maintain a written list designating the positions eligible for exemption, file the list and any updates with URS annually, and update the list when changes occur.

(d) An employee may not be exempted unless the employee occupies a designated exempt position.

(e) The election must be made before any URS contribution is made on the employee's behalf and is generally irrevocable thereafter.

This section does not, by itself, exempt any position; only the District's designated exemption list under this subsection has that effect.

3.15.4 SUPPLEMENTAL SAVINGS PLANS

In addition to required URS participation, all URS-eligible employees may make voluntary tax-advantaged contributions to URS-administered plans, including the URS 401(k) Plan, the URS 457 Plan, the URS Roth 401(k) and Roth IRA, and the URS Traditional IRA, subject to applicable Internal Revenue Code limits. Whether the District provides a matching contribution to any such plan, and at what rate, is set by Board resolution from time to time and is not a guaranteed benefit under this section.

3.15.5 DISABILITY RETIREMENT

A URS member who becomes unable to perform the duties of the member's position because of physical or mental disability may be eligible for disability-retirement benefits administered separately from regular retirement. Tier 1 disability retirement is governed by Utah Code § 49-21-101 et seq. and the related provisions of the relevant tier statute. Tier 2 disability benefits are governed by the applicable provisions of Title 49. An employee who believes the employee may qualify for disability retirement should contact URS and the District's General Manager. The interactive-process and accommodation provisions of §§ 3.1.2, 3.5, and 3.13.5 apply concurrently with the disability-retirement application process.

3.15.6 RETIREMENT PROCEDURE

The procedure for an employee's voluntary retirement from the District is set forth in § 3.13.2. An employee who is retiring should also coordinate with URS regarding effective dates, benefit-option elections, and beneficiary designations, and should consider consulting with a financial or tax advisor before making elections.

3.15.7 RETURN TO WORK AFTER RETIREMENT

Consistent with Utah Code § 49-11-505 (and related provisions of Title 49), a URS retiree's return to employment with a participating employer (including the District) is subject to statutory limitations, including a separation requirement (generally one year) before the retiree may return to work and continue to receive a retirement allowance without reduction or suspension of benefits. The District will not knowingly engage a URS retiree in a manner that would violate the return-to-work restrictions of Title 49. A retiree who is considering returning to work for the District after retirement should consult URS and the District before accepting any such engagement.

3.15.8 DISTRICT OPTED OUT OF SOCIAL SECURITY

URS-covered employees of the District do not participate in the federal Social Security system. Consequently, employer and employee contributions are not paid and employee may not be entitled to certain Social Security benefits in the future. Employees should contact URS about options to save additional funds for retirement.

3.16 REIMBURSABLE EXPENSES

3.16.1 COST REIMBURSEMENT

With prior approval of the department manager or General Manager, legitimate expenses that are ordinary and necessary, incurred in connection with the performance of services for the District, will be reimbursed to employees. Except as otherwise provided for in this Policy Manual, unless just cause appears and the department manager or General Manager waives the requirement, receipts will be required to reimburse employees for work-related expenses. Reimbursements may be in the form of petty cash, an addition to a paycheck, or a separate check. The District will maintain records reflecting the amount of reimbursement each employee or Trustee has received. Travel-related reimbursements are subject to another Chapter of this Policy Manual.

3.16.2 EDUCATION AND TRAINING ASSISTANCE

It is the intention of the District to help employees improve their job skills. Employees receiving education reimbursement assistance must sign an Education

Assistance Agreement before any reimbursement is approved or paid. The agreement shall provide that if the employee voluntarily separates from employment or is terminated for cause within twelve (12) months after receiving education reimbursement, the employee agrees to repay the full amount of the reimbursement to the District. The agreement may also include the employee's authorization for payroll deductions and other lawful methods of repayment, as permitted by applicable law. The District will reimburse employees for documented expenses incurred for education when the following requirements are met:

1. The class work is related to the employee's current job or position, or maintains or improves skills required in that position, as determined by the employee's Department Manager, or in the case of such managers, by the General Manager.~~,~~
2. The class has been approved, in writing, by the employee's Department Manager and the General Manager, which written approval is completed and filed with the Finance Director prior to the beginning of class work.
3. The employee has receipts or other sufficient documentation showing the cost for tuition and books.
4. The employee has proof of successful completion of the course - a “C” grade, a “pass”, or better.
5. The employee is a regular full-time District employee at the time the course or training is completed.
6. Tuition, required fees, and required books are the only items normally eligible for reimbursement. Possible exceptions will occur if the District sends an employee to a special course required for the employee's job, in which case the cost will be governed by Section 3.16.3.
7. In the event that any class work is attended during an employee's normal work hours, the employee's responsibilities must be “covered” by someone else of comparable skills without the cost of overtime to the District. The employee is responsible to coordinate their time with their department manager.
8. The employee has signed a separate written agreement that if the employee voluntarily terminates their employment with the District the employee will reimburse the District for payments received for educational assistance during the twelve (12) months immediately preceding the date of separation. No repayment shall be required where the District terminates the employee

involuntarily for reasons other than cause, where separation results from the employee's death or permanent disability, or where the District waives repayment in writing. Recovery of amounts owed shall comply with applicable wage-payment laws, including the Utah Payment of Wages Act, and any deduction from a final paycheck shall be made only with the employee's separate written authorization at the time of separation.

9. Notwithstanding any other provision of this Section 3.16.2, the District's annual educational assistance to any individual employee shall not exceed the amount that may be excluded from the employee's gross income under Section 127 of the Internal Revenue Code (currently $5,250 per calendar year, subject to inflation adjustment for taxable years beginning after 2026), unless the General Manager determines that the additional benefit qualifies as a working-condition fringe benefit under Section 132 of the Internal Revenue Code or is otherwise to be treated as taxable compensation.

3.16.3 AT THE REQUEST OF THE DISTRICT

Notwithstanding the foregoing, in the event that the District asks an employee to attend a class or workshop, or where attendance is required as a condition of continued employment, licensure, or certification, the cost will be paid by the District and the employee will not be subject to reimbursement upon the separation of employment. The District intends that costs paid under this Section 3.16.3 qualify as a working-condition fringe benefit under Section 132 of the Internal Revenue Code and therefore be excluded from the employee's wages.

3.17 ON-THE-JOB TRAINING

The District is committed to providing employees with the training necessary to perform their work safely, competently, and in compliance with applicable law. Training will ordinarily be provided by the employee's department manager or by another qualified employee or instructor designated by the District. Training required by law or by District policy is a condition of employment, and time spent in such training during scheduled work hours is compensable as hours worked.

3.17.1 PURPOSE

The purpose of on-the-job training is to develop the knowledge, skills, and abilities each employee needs to perform the duties of their assigned for the position, and to prepare employees for changes in equipment, procedures, or job assignments.

3.17.2 SCOPE OF TRAINING

Training under this Section includes, as applicable to the employee's position:

1. New-employee orientation covering District policies, workplace conduct expectations, and an introduction to job-specific hazards;
2. Job-specific technical training necessary to perform the essential functions of the position;
3. Retraining when an employee is reassigned, when equipment or procedures change, or when performance or an incident indicates a need; and
4. Continuing education needed to maintain operator certifications, commercial driver's licenses, or other credentials required for the position.

3.17.3 SAFETY TRAINING

The District complies with the Utah Occupational Safety and Health Act (Utah Code § 34A-6-101 et seq.) and the standards adopted by the Utah Occupational Safety and Health Division (UOSH) in Utah Administrative Code Title R614. Safety training will be provided at the time of hire, before an employee is assigned to work involving a particular hazard, when workplace conditions or procedures change, and on a periodic refresher basis as required by the applicable standard. Required safety training may include, without limitation, hazard communication, personal protective equipment, confined-space entry, lockout/tagout, trenching and excavation, respiratory protection, and bloodborne-pathogens awareness for designated first-aid responders.

Attendance at safety training and safety meetings designated as mandatory is required. Failure to attend mandatory safety training without an approved excuse is grounds for discipline.

3.17.4 Training Records

The District will maintain a record of the training each employee has completed, including the date, subject, instructor or training provider, and, where applicable, the certification or license issued. Employees are responsible for promptly notifying their department manager of any expiring certification or license required for their position.

3.18 PAYROLL ADMINISTRATION

3.18.1 PAY PERIODS

Wages will be paid bi-weekly on designated paydays, as allowed by Utah Code § 34-28-3. The District's payday schedule shall be provided to the Employees in advance and changes, if any, shall be posted. The Fair Labor Standards Act ("FLSA") governs the calculation of hours worked, the overtime threshold, and the minimum overtime rate; it does not govern pay frequency.

3.18.2 OVERTIME

Overtime for non-exempt employees will be paid in accordance with the FLSA at one and one-half times the employee's regular rate of pay for all hours actually worked in excess of forty in a workweek. For purposes of the FLSA forty-hour threshold, only hours actually worked are counted; paid leave (including holiday, vacation, and sick leave) does not count toward the threshold.

3.18.3 COMPENSATORY TIME IN LIEU OF OVERTIME — NON-EXEMPT EMPLOYEES

In lieu of cash overtime, a non-exempt employee may, with the prior written agreement of the employee and the District as required by 29 U.S.C. § 207(o)(2), receive compensatory time off at the rate of one and one-half hours of compensatory time for each FLSA overtime hour worked. By way of illustration, an employee who works forty-two hours of compensable work in a workweek may, by prior agreement, receive three hours of compensatory time in lieu of two hours of cash overtime.

Accrued compensatory time is subject to the following:

1. A non-exempt employee may not accrue more than ninety-six (96) hours of compensatory time. Once an employee reaches the District cap, additional FLSA overtime will be paid in cash.
2. An employee who has accrued compensatory time and who requests to use it will be permitted to do so within a reasonable period after the request, unless use on the requested date would unduly disrupt the operations of the District.
3. Upon separation from employment, all accrued and unused compensatory time will be paid in cash at the employee's final regular rate.

3.18.4 ADMINISTRATIVE LEAVE — EXEMPT EMPLOYEES

Exempt employees are not entitled to overtime compensation or to FLSA compensatory time. As a discretionary benefit, the District may credit an exempt employee with one hour of administrative leave for each hour worked in excess of forty in a workweek, up to a maximum accrual of one hundred twenty (120) hours. Administrative leave may be used in the same manner as vacation leave with the prior approval of the department manager. Upon separation from employment, administrative leave time will be paid in cash at the employees' final rate of pay. Administrative leave is a District-created benefit, not FLSA compensatory time, and is not governed by 29 U.S.C. § 207(o); the District reserves the right to modify or discontinue this benefit prospectively.

3.18.5 OVERTIME PREMIUM REPORTING

The District will separately track and, beginning with tax year 2026 (or such earlier year as the District elects), report on each affected employee's Form W-2 the qualified FLSA overtime premium described in 26 U.S.C. § 225, so that employees may claim the federal income tax deduction available under that section if they qualify. This reporting obligation does not affect the calculation or payment of wages. Administrative leave paid may not qualify as "over time" for tax deductive purposes and employees should consult their own tax professionals/accountants.

3.18.6 ADVANCE PAYMENTS

No employee will receive wages in advance of the normal payday except with the prior written approval of the General Manager, or upon separation of employment as provided in Section 3.18.7. An advance draw request by a Trustee is governed by Chapter One of this Policy Manual.

3.18.7 PAYMENT UPON SEPARATION FROM EMPLOYMENT

In accordance with Utah Code § 34-28-5:

1. If an employee is involuntarily separated, all earned and unpaid wages will be paid within twenty-four (24) hours of the time of separation. The District satisfies this requirement by hand delivery, by initiating direct deposit, or by mailing a check postmarked no later than one day after separation.
2. If an employee voluntarily resigns and does not have a written employment contract for a definite period, all earned and unpaid wages will be paid on the next regular payday following the effective date of resignation.

Wages payable on separation include accrued but unused vacation leave and compensatory time as calculated under this Chapter, the portion of accumulated sick leave for which payout is provided in this Chapter, and any other amount the Policy Manual designates as payable at separation.

3.18.8 PAYROLL WITHHOLDING

The District is required by law to deduct from each employee's wages amounts for federal and state income taxes, FICA, unemployment contributions, and any other deduction required by statute, judicial order, or administrative order. With the employee's written authorization, or as otherwise required by law or judicial proceeding, the District will make additional deductions and remittances through payroll withholding. Each paycheck will be accompanied by a wage statement itemizing the deductions taken, as required by Utah Code § 34-28-3(4) and Utah Administrative Code R610-3-20.

A garnishment of an employee's wages will not adversely affect the employee's employment status, except that, consistent with 15 U.S.C. § 1674 and Utah Code § 70C-7-104, this protection applies as a matter of law to garnishment in connection with any one judgment. The District may discipline an employee in connection with garnishment only where the underlying conduct (and not the fact of the garnishment) provides independent cause and is detrimental to the District or to the employee's ability to perform the duties of the position.

When the District is served with a writ of garnishment as garnishee, the creditor is required to pay the District the fee set forth in Utah Code § 78A-2-216 ($10 for a single garnishment; $25 for a continuing garnishment, subject to amendment from time to time). That fee is paid by the creditor to the District and is not deducted from the employee's wages. To the extent the District incurs ongoing administrative costs to process a continuing garnishment, the District may recover those costs from the employee's wages only as expressly authorized by law and with the employee's written authorization where required by the Utah Payment of Wages Act and Utah Administrative Code R610-3.

3.18.8.1 FINANCIAL INSTITUTIONS

District employees may participate in payroll-deduction programs with any credit union or bank approved by the General Manager. Information about available programs and the authorization required to participate will be provided by the Finance Director.

3.19 INSURANCE

The District provides medical, dental, vision, life, and disability insurance to regular full-time employees as set forth in this Section. The Board may from time to time expand, reduce, or otherwise adjust the coverage made available. The current plan documents, summary plan descriptions, and required notices govern the specific terms of coverage and control over any inconsistency with this Section. A complete description of current coverage will be provided to each employee upon request and as otherwise required by law. Questions should be directed to the General Manager or designee.

3.19.1 WORKERS' COMPENSATION

Work-related injuries and occupational diseases are covered by the District's workers' compensation insurance, the premiums for which are paid by the District in accordance with the Utah Workers' Compensation Act (Utah Code § 34A-2-101 et seq.) and the Utah Occupational Disease Act (Utah Code § 34A-3-101 et seq.).

An employee who suffers a work-related injury or occupational disease must:

1. Report the injury or illness to the employee's department manager as soon as practicable; and
2. Submit a written initial injury report to the department manager, who will forward it to the General Manager and the Risk Manager.

If the employee is unable to complete the written report, the department manager will complete it on the employee's behalf. The District will provide the employee with a copy of the report and with the Industrial Accidents Division's Form 100, Injured Workers' Rights and Responsibilities.

Employee notice deadline. Under Utah Code § 34A-2-407(3), an employee who does not notify the employer or the Labor Commission within 180 days of the date of injury (or the date the employee knew or should have known of an occupational disease) may be barred from claiming workers' compensation benefits. Employees should not delay reporting on the assumption that an injury is minor.

District reporting deadline. Under Utah Code § 34A-2-407(5) and the rules of the Industrial Accidents Division, the District will report a covered injury or illness to its workers' compensation insurance carrier within seven (7) days of receiving notice from the employee, except where the injury requires only first-aid treatment and no physician's report is required to be filed.

Anti-interference. Consistent with Utah Code § 34A-2-114, the District will not impede or diminish any employee's efforts to claim or receive workers' compensation benefits. No supervisor or manager may take any action that would discourage an employee from reporting an injury or filing a claim.

3.19.1.1 PAYMENTS BY THE CARRIER

If the workers' compensation insurance carrier determines a claim is compensable, the employee's medical costs and indemnity compensation will be paid by the carrier in accordance with the policy and Utah law. The carrier is required to determine compensability within 21 days of notification, subject to a permitted extension of up to 24 days under Utah Code § 34A-2-417 and the Industrial Accidents Division's rules. During any period in which the employee is receiving indemnity compensation from the carrier, the District will not also pay sick leave or vacation leave for the same period.

3.19.1.2 USE OF PAID LEAVE DURING THE WAITING PERIOD

Workers' compensation indemnity benefits are not payable for the first three calendar days of disability unless the period of disability exceeds the period set by Utah Code § 34A-2-410. During the unpaid waiting period and during any period after the injury but before the carrier has made a compensability determination, the employee may, at the employee's election, use accrued sick leave or accrued vacation leave to maintain income. If indemnity benefits are later paid retroactively to cover any day for which the District also paid sick or vacation leave, the employee shall reimburse the District for the duplicate payment, and the District will restore the corresponding leave balances. The reimbursement may be made by a single payment, by a payroll deduction with the employee's written authorization as required by Utah Administrative Code R610-3, or by another method approved by the Finance Director.

3.19.2 HEALTH INSURANCE

Regular full-time employees are eligible to participate in the medical, dental, vision, and disability coverage offered by the District. The District pays the full premium for the employee and the employee's lawful spouse. At the employee's election and sole cost, coverage may be extended to the employee's eligible dependents. The actual scope of coverage, deductibles, copayments, and cost-sharing are set by the plan documents and may be modified by the Board from time to time. Current plan documents and required notices are available from the General Manager or designee.

Benefits under this Section are provided in compliance with the Affordable Care Act market reforms, HIPAA's nondiscrimination requirements, and, where applicable, Section 125 of the Internal Revenue Code. Benefits are not provided on a basis that discriminates in favor of highly compensated employees or that takes into account an employee's or dependent's eligibility for Medicare or other government coverage, except as expressly permitted by federal law.

3.19.2.1 COORDINATION WITH MEDICARE

Coordination of the District's group health plan with Medicare is governed by the Medicare Secondary Payer rules at 42 U.S.C. § 1395y(b) and 42 C.F.R. Part 411. The District will administer the plan as follows:

1. **Twenty or more employees.** If the District has 20 or more employees (counting both full-time and part-time employees) for at least 20 weeks of the current or preceding calendar year, the District's plan will pay as primary for active employees age 65 or older and their Medicare-eligible spouses. The District will offer the same coverage on the same terms to

those employees and spouses as it offers to younger employees and spouses. The District will not offer any incentive, financial or otherwise, for a Medicare-eligible employee or spouse to terminate or decline plan coverage. An employee may voluntarily decline plan coverage, but the District will not solicit, encourage, or condition any benefit on that election.

2. **Fewer than 20 employees.** If the District has fewer than 20 employees, Medicare is the primary payer for active employees age 65 or older and their Medicare-eligible spouses, and the District's plan pays as secondary. Affected employees should enroll in Medicare Parts A and B at the time of eligibility to avoid gaps in coverage. The District does not pay Medicare premiums on behalf of any employee or spouse, except as may be permitted by federal law for an individual coverage HRA or similar arrangement adopted by the District.

An employee should notify the General Manager of any event that makes the employee or the employee's spouse or dependent eligible for Medicare, Medicaid, or another government-sponsored health program, including but not limited to attaining age 65 or qualifying for Social Security Disability benefits. Notice should be given as soon as the employee becomes aware of the eligibility and in no event later than 30 days before the qualifying date. Notice is for plan-administration purposes only and does not change the order of payment between the District's plan and Medicare, which is determined by federal law.

3.19.3 CONTINUATION COVERAGE

Because the District is a state political subdivision, continuation coverage under the District's group health plan is governed by Title XXII of the Public Health Service Act (42 U.S.C. § 300bb-1 et seq.), which mirrors the COBRA continuation requirements applicable to private-sector plans under ERISA and the Internal Revenue Code. References in this Section to "COBRA" mean continuation coverage under the PHSA.

If the District has 20 or more employees on at least 50% of its typical business days in the preceding calendar year, an employee or covered dependent who would lose plan coverage as a result of a qualifying event may elect to continue coverage at the qualified beneficiary's expense (not to exceed 102% of the applicable premium, or 150% during a disability extension), for the period set by federal law:

1. **Eighteen (18) months** following termination of the employee's employment (other than for gross misconduct) or a reduction in the employee's hours.

2. **Twenty-nine (29) months** if a qualified beneficiary is determined by the Social Security Administration to have been disabled at the time of, or within 60 days after, the qualifying event, provided the disability determination is timely communicated to the plan.

3. **Thirty-six (36) months** following the death of the covered employee, divorce or legal separation from the covered employee, the covered employee's becoming entitled to Medicare, or a dependent child's loss of dependent status under the plan.

The District will provide the notices required by federal law within the time periods set by 42 U.S.C. § 300bb-6 and the implementing regulations. A qualified beneficiary's right to elect, the cost of coverage, and the events that terminate coverage early are governed by the PHSA, the plan documents, and the election notice provided to the beneficiary, which control over any inconsistency with this Section.

If the District has fewer than 20 employees and is therefore not subject to PHSA continuation coverage, the District will inform separating employees of any individual or marketplace coverage options for which they may be eligible, but the District is not required to offer continuation of group coverage.

3.19.4 LIFE INSURANCE

The District provides life insurance to regular full-time employees at levels of coverage determined from time to time by the Board on the recommendation of the General Manager. Coverage levels may differ between exempt and non-exempt classifications, but all non-exempt regular full-time employees in the same classification will receive the same coverage, and all exempt regular full-time employees in the same classification will receive the same coverage.

3.19.5 UNEMPLOYMENT INSURANCE

The District participates in the Utah unemployment insurance program administered by the Utah Department of Workforce Services in accordance with the Utah Employment Security Act (Utah Code § 35A-4-101 et seq.) and applicable federal law. Eligibility for and the amount of any unemployment benefit is determined by the Department of Workforce Services, not by the District.

3.19.5.1 SEPARATION NOTICE

Upon an employee's separation from employment, whether voluntary or involuntary, the District will provide a separation notice stating the dates of employment and the reason for separation. The District will respond to any subsequent request for information from the Department of Workforce Services within the time required by law. The fact that an employee receives a separation notice does not, by itself, establish eligibility or ineligibility for unemployment benefits; that determination is made by the Department of Workforce Services.

3.20 HOLIDAYS AND OTHER LEAVE

3.20.1 RECOGNIZED HOLIDAYS

Each regular full-time employee is granted thirteen (13) paid holidays per calendar year, consisting of the following:

1. New Year's Day
2. Human Rights Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Pioneer Day (July 24)
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Two preference holidays

If a holiday falls on a Sunday, the following Monday is the observed holiday. If it falls on a Saturday, the General Manager will designate either the preceding Friday or the following Monday as the observed holiday. At the General Manager's discretion, regular full-time employees may be given additional half-day holidays on the workdays immediately preceding Thanksgiving and Christmas.

3.20.1.1 PREFERENCE HOLIDAY

Each employee may select two preference holidays per calendar year, to be scheduled with the employee's department manager. The preference holidays must be used in the calendar year earned or are forfeited.

3.20.1.2 POSTING OF HOLIDAYS

At the beginning of each calendar year, the General Manager will publish a list of observed holidays for that year. The list may be combined with the schedule of Board meetings annually adopted by the Board.

3.20.1.3 HOLIDAY PAY

Holiday pay is paid for the observed holiday, not the calendar date of the federal or state holiday. For example, if December 25 falls on a Sunday and the observed District holiday is Monday, December 26, holiday pay attaches to December 26.

3.20.1.4 WORK ON AN OBSERVED HOLIDAY

An employee who is required to work on an observed holiday (other than an employee on on-call status) will receive, at the General Manager's option, either extra pay for each hour worked, up to a maximum of an extra eight (8) hours of regular pay. Hours worked on an observed holiday count as hours worked for FLSA overtime purposes.

3.20.1.5 HOLIDAY FALLING ON A SCHEDULED VACATION DAY

If an observed holiday falls on an employee's scheduled vacation day, the employee will receive holiday pay for that day instead of using accrued vacation.

3.20.1.6 NO HOLIDAY CARRY-FORWARD

Holidays must be used as provided in this Section. Unused holidays are forfeited at year end and may not be carried forward, except that an in-lieu day earned under Section 3.20.1.4 or 3.20.1.5 in November or December may be used during the first quarter of the following calendar year.

3.20.1.7 ELIGIBILITY

To be eligible for holiday pay, an employee generally must work or use approved paid leave on the scheduled work days immediately preceding and following the observed holiday. An absence without pay on either of those days makes the employee ineligible for holiday pay for the intervening holiday unless the General Manager determines the absence was for a legitimate reason. An approved day of vacation, sick leave, jury or witness duty, military leave, or other paid leave counts as a day worked for this purpose.

3.20.1.8 HOLIDAY DURING SICK LEAVE

When an observed holiday falls within a period of paid sick leave, the day is treated as a paid holiday and not charged against the employee's sick leave balance.

3.20.1.9 HOLIDAY DURING VACATION

When an observed holiday falls on a regular working day within an employee's approved vacation period, the day is treated as a paid holiday and not charged against the employee's vacation balance.

3.20.1.10 HOLIDAY DURING UNPAID LEAVE

An employee on unpaid leave is not eligible for holiday pay for any observed holiday falling during the leave period, except as required by USERRA, FMLA, or other applicable law.

3.20.2 RELIGIOUS OBSERVANCES

An employee is not entitled to additional time off with pay for religious observances. However, an employee may use accrued vacation leave or a preference holiday to observe a religious holiday, subject to scheduling with the department manager. Consistent with Title VII of the Civil Rights Act of 1964 and Utah Code § 34A-5-106, the District will reasonably accommodate an employee's sincerely held religious belief or observance unless the accommodation would cause an undue hardship on the operation of the District. An employee may request a religious accommodation, including a schedule adjustment or a shift swap, from the department manager.

3.20.3 BEREAVEMENT LEAVE

An employee will be allowed paid time off to attend funerals and to make funeral and related arrangements as follows:

1. Death of an employee's spouse, child, or stepchild: up to five (5) working days.
2. Death of an employee's parent, parent-in-law, sibling, grandparent, son-in-law, daughter-in-law, grandchild, or domestic partner: up to three (3) working days.
3. Death of an employee's aunt, uncle, first cousin, brother-in-law, sister-in-law, or comparable relation: up to one (1) working day.
4. Other bereavement leave: up to eight (8) hours per calendar year, subject to the General Manager's approval.

3.20.3.1 SCHEDULING AND DOCUMENTATION

Bereavement leave should be scheduled in advance with the applicable department manager when practicable. The District may require reasonable evidence of the death and the employee's relationship to the deceased before paying leave. Additional time off may be scheduled as vacation leave or unpaid leave under Section 3.20.6.

3.20.4 JURY AND WITNESS DUTY

The District respects and supports employees' civic duty to serve on juries and as witnesses. The District will not discharge, threaten, intimidate, or coerce, or take any adverse employment action against, any employee because the employee has been summoned for jury service, has served as a juror, or has attended court for the purpose of jury service.

3.20.4.1 PAID JURY LEAVE

When an employee is summoned for jury service or is required by subpoena to appear as a witness in a matter in which the employee is not a party, the District will pay the employee the employee's regular wages for time the employee would otherwise have worked, up to a maximum of twenty (20) working days per calendar year. To receive paid jury leave, the employee must:

1. Promptly notify the department manager of the summons or subpoena and provide a copy on request;
2. Return to work for any portion of the regular workday when released early from jury or witness duty, unless the combined time would exceed eight (8) hours; and
3. Either (a) turn over to the District any fees received for jury or witness service for time covered by District pay (mileage reimbursements are retained by the employee), or (b) elect to keep the fees and receive no District pay for the same hours. The employee may make this election once per summons.

If jury or witness duty extends beyond twenty (20) working days in a calendar year, the District will not continue paid jury leave; the employee may elect to use accrued vacation leave or take unpaid leave for the additional days, and the employee retains any fees received for those days.

3.20.4.2 NOT APPLICABLE TO PERSONAL LITIGATION

This Section does not apply when an employee appears in court as a party (plaintiff or defendant) in personal litigation, including traffic, domestic, or civil matters in which the employee has a personal interest, unless the Board determines that the appearance directly benefits the District.

3.20.5 ADMINISTRATIVE LEAVE

The General Manager may place an employee on administrative leave when the General Manager determines that the employee's continued presence at the workplace pending investigation, fitness-for-duty determination, or pending disciplinary proceedings would not be in the District's best interest. Administrative leave under this Section is administrative, not disciplinary, in nature and is not an admission or finding of misconduct.

3.20.5.1 PAY STATUS

Administrative leave will be paid leave except as follows:

1. Non-exempt employees. The General Manager may place a non-exempt employee on unpaid administrative leave for cause. Within thirty (30) days of placement, the Board will review the General Manager's decision; if the Board determines the leave should be with pay, pay will be made retroactive.
2. Exempt employees. An exempt employee placed on administrative leave for any partial workweek will remain on the regular salary for that week. Unpaid administrative leave for an exempt employee is permitted only for (a) full workweeks during which the employee performs no work, or (b) unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace-conduct rules under a written policy applicable to all employees.

3.20.5.2 DURATION AND APPEAL

Administrative leave will not exceed six (6) weeks without approval of the Board. An employee may appeal a placement on administrative leave to the Board, whose decision is final. During administrative leave, the employee continues to accrue sick leave, vacation, and holiday pay, and continues to participate in benefits as if actively at work, except that the leave is not counted as compensatory or vacation time.

3.20.6 UNPAID PERSONAL LEAVE

An employee may request an unpaid personal leave of absence for medical, family, military, educational, or other reasons. A request must be made in writing to the

General Manager at least twenty (20) working days before the requested start date, except where circumstances do not permit advance notice. The General Manager may approve an unpaid personal leave of up to twenty (20) working days; any longer leave requires Board approval.

Except for protected leave under USERRA, FMLA, or other applicable law, an employee on unpaid personal leave should not work for pay for another employer during the leave unless the leave request specifies and the General Manager (or Board, where applicable) approves the outside work. Unauthorized outside work during unpaid leave may be treated as a voluntary resignation.

The employee will specify the date on which the personal leave will end. Failure to return to work on that date may be treated by the District as a voluntary resignation. During unpaid personal leave, the employee does not accrue sick leave, vacation, or holiday pay, except as required by USERRA, FMLA, or other applicable law.

3.20.7 UNPAID MEDICAL LEAVE

Any absence in excess of accumulated sick leave for the employee's personal illness, injury, surgery, or pregnancy-related condition will be recorded as unpaid medical leave. Where the absence also qualifies for FMLA leave, the District will run the FMLA entitlement concurrently with unpaid medical leave, and the FMLA-specific protections in Section 3.20.11 will apply. Where the absence relates to a pregnancy, childbirth, or related medical condition, the District will also consider any reasonable accommodation requested under the Pregnant Workers Fairness Act before requiring leave (see Section 3.20.8).

Upon the employee signing an agreement regarding repayment as set forth below, the District will continue to pay the District's share of group health insurance premiums and Utah Retirement Systems contributions during unpaid medical leave for up to three (3) months. Sick leave, vacation, and holiday pay do not accrue during unpaid medical leave.

If the employee does not return to work for the District for at least thirty (30) days after the expiration of unpaid medical leave, the District may recover the District's share of premiums and contributions paid during the leave, except where the failure to return is because of (a) the continuation, recurrence, or onset of the qualifying serious health condition; (b) other circumstances beyond the employee's control; or (c) any other reason for which recovery is prohibited by 29 C.F.R. § 825.213 or other applicable law. The District may require certification of the qualifying reason for failure to return.

3.20.8 PARENTAL AND PREGNANCY-RELATED LEAVE

The District provides leave and accommodations in connection with pregnancy, childbirth, adoption, and foster placement in accordance with the Family and Medical Leave Act, the Pregnant Workers Fairness Act (42 U.S.C. § 2000gg et seq.), Title VII of the Civil Rights Act of 1964, and the PUMP for Nursing Mothers Act (29 U.S.C. § 218d).

3.20.8.1 LEAVE

An eligible employee may take leave for the birth, adoption, or foster placement of a child, or for a pregnancy- or postpartum-related serious health condition, under the FMLA as described in Section 3.20.11, and may use accrued paid leave concurrently in accordance with that Section. An employee who is not FMLA-eligible, or whose leave need exceeds the FMLA entitlement, may request unpaid medical or personal leave under Sections 3.20.6 and 3.20.7. The District does not impose a maximum duration on pregnancy- or childbirth-related leave that is more restrictive than applicable law requires; leave duration will be determined based on the employee's medical need, the FMLA entitlement, and any reasonable accommodation under the PWFA.

3.20.8.2 REASONABLE ACCOMMODATION

Consistent with the Pregnant Workers Fairness Act, the District will provide reasonable accommodation for an employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, unless the accommodation would cause undue hardship. Examples of accommodations that will be granted absent extraordinary circumstances include: allowing the employee to carry and drink water as needed; additional restroom, food, or rest breaks; permission to sit while performing work that ordinarily requires standing, or to stand while performing work that ordinarily requires sitting; temporary modification of lifting or other physical job requirements; schedule modification for prenatal or postpartum medical appointments; and recovery time following childbirth, miscarriage, or stillbirth. The District will engage in an interactive process with the employee to identify an effective accommodation. The District will not require an employee to take leave under this Section if another reasonable accommodation would allow the employee to continue working.

3.20.8.3 LACTATION ACCOMMODATION

Consistent with 29 U.S.C. § 218d, the District will provide reasonable break time and a private space (other than a bathroom) shielded from view and free from intrusion for an employee to express breast milk for the employee's nursing child for up to one year after the child's birth (and longer where required as a reasonable accommodation under the PWFA). The break space will be in reasonable proximity to a sink and refrigeration.

3.20.8.4 REINSTATEMENT

An employee returning from leave under this Section is entitled to reinstatement to the same or an equivalent position consistent with the FMLA, USERRA (where applicable), and the PWFA. Medical clearance to return to work may be required only to the same extent as it would be required for a comparable non-pregnancy-related leave.

3.20.9 MILITARY LEAVE AND REEMPLOYMENT

The District provides military leave and reemployment consistent with the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301–4335), Utah Code § 71A-8-102 (paid military leave), and Utah Code §§ 39-1-36 through 39-1-37 (state active duty).

3.20.9.1 COVERAGE

This Section applies to all employees of the District (regular full-time, regular part-time, and probationary). It applies to voluntary and involuntary service in the United States uniformed services, including the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, the reserve components of each, the National Guard (federal and state activations), and other uniformed services designated by federal law. It also applies to state active duty of the Utah National Guard under orders of the Governor of Utah.

3.20.9.2 NOTICE

An employee called to military duty must provide advance notice of the duty to the department manager and General Manager, orally or in writing, unless military necessity prevents notice or notice is otherwise impossible or unreasonable. Notice may be given by the employee or by an officer of the uniformed service.

3.20.9.3 PAID MILITARY LEAVE

The District will grant up to fifteen (15) working days of paid military leave per calendar year to a regular full-time or regular part-time employee who is a member of the United States Armed Forces reserve components or the National Guard and is on official military orders. Paid military leave under this Subsection is in addition to vacation leave and is not deducted from any other accrued leave. Paid military leave for part-time employees is pro-rated based on the average hours worked over the prior twelve (12) months (or, if shorter, the period of employment).

3.20.9.4 ADDITIONAL SERVICE

Military service in excess of the paid-leave allowance under Subsection 3.20.9.3 is unpaid, except that:

1. The employee may elect to use accrued vacation leave (but cannot be required to do so) to cover any portion of the unpaid period;
2. The Board, upon petition supported by the employee's military orders and pay scale, may approve differential pay (the difference between the employee's District wages and military pay, excluding allowances) as a discretionary benefit; and
3. For active service exceeding thirty (30) days, the employee may elect to continue coverage under the District's group health plan for up to twenty-four (24) months in accordance with 38 U.S.C. § 4317, subject to payment of the applicable premium.

3.20.9.5 BENEFITS CONTINUATION

During military leave, the employee continues to accrue vacation and sick leave for the duration of paid military leave under Subsection 3.20.9.3. Once paid military leave is exhausted and the employee enters unpaid status, sick and vacation leave accrual is suspended, but the employee's seniority and benefits (other than benefits dependent on actual work performed) continue to accrue as if continuously employed.

3.20.9.6 REEMPLOYMENT

An employee who returns from military leave is entitled to reemployment as required by USERRA. To be eligible, the employee must:

1. Have given advance notice of the service (unless excused as described in Subsection 3.20.9.2);
2. Have a cumulative period of service with the District of five (5) years or less;
3. Not have been separated from service with a dishonorable, bad-conduct, or other-than-honorable discharge; and
4. Apply for reemployment within the following time periods:

1. Service of fewer than thirty-one (31) days, or for the purpose of taking an examination for fitness for service: report to work at the beginning of the next regularly scheduled work period after eight hours of rest following return home;
2. Service of thirty-one (31) to one hundred eighty (180) days: submit an application for reemployment not later than fourteen (14) days after completion of service;
3. Service of more than one hundred eighty (180) days: submit an application for reemployment not later than ninety (90) days after completion of service.

A returning employee will be reemployed in the position the employee would have attained had the employee remained continuously employed, with the same seniority, status, and rate of pay, and with all other rights and benefits determined by seniority. The District will reemploy the employee in a position of equivalent seniority, status, and pay for which the employee is qualified or can become qualified with reasonable training. Reemployment will not be denied on the ground that another employee has been hired to perform the work during the leave.

3.20.9.7 ANTI-DISCRIMINATION AND ANTI-RETALIATION

The District will not discriminate against any employee or applicant on the basis of past, present, or future military service. The District will not retaliate against any person for exercising rights under USERRA or for assisting in a USERRA investigation. A reemployed employee may not be discharged without cause for one hundred eighty (180) days after reemployment if the period of service was thirty-one (31) to one hundred eighty (180) days, or for one (1) year after reemployment if the period of service was more than one hundred eighty (180) days.

3.20.10 SICK LEAVE

3.20.10.1 ACCUMULATION

Sick leave with pay accrues from the date of hire at the rate of one (1) working day per month (twelve (12) days per year) for each regular full-time employee. Sick leave is to be used for the employee's personal illness, injury, medical or dental treatment, or comparable need, and may be used to care for an immediate family member who is ill, with the approval of the department manager. Use of sick leave for purposes other than those described in this Section, or a pattern of use suggesting abuse, may result in discipline up to and including dismissal. Use of sick leave in connection with a qualifying FMLA reason is governed by Section 3.20.11.

3.20.10.2 ANNUAL CASH-OUT

Each December, an employee will be paid for one-fourth (1/4) of the unused sick leave accrued during the current calendar year, less required withholding for taxes. Accounting for sick-leave use during the year is on a last-in, first-out basis: leave used during the current year is charged against current-year accrual before being charged against prior-year balances. The remaining three-fourths (3/4) of unused current-year sick leave is added to the accumulated balance from prior years.

The accumulated balance of unused sick leave will not exceed one thousand (1,000) hours (125 working days). Once the cap is reached, additional sick-leave accrual does not occur.

3.20.10.3 RETIREMENT BENEFIT

Upon retirement from the District with at least five (5) years of service, a retiring employee may elect to receive, as a retirement benefit:

1. A cash payment of one hundred percent (100%) of the employee's accumulated unused sick leave up to one hundred sixty (160) hours (20 working days), less required withholdings; or
2. The actuarial equivalent of one hundred percent (100%) of the employee's accumulated unused sick leave up to two hundred (200) hours (25 working days), applied as a credit toward continuation of health insurance coverage following retirement.

The retirement health-coverage option in (b) is administered through a written plan document that the District maintains to comply with Section 125 of the Internal Revenue Code, Section 105(h) of the Internal Revenue Code, and other applicable tax-qualification requirements. The election between (a) and (b) must be made at or before the time of retirement and is irrevocable. The health-coverage benefit under (b) terminates upon the retiree's death; no death benefit, residual cash payment, or other compensation is payable to the retiree's estate, heirs, or beneficiaries with respect to unused health-coverage credit.

3.20.10.4 SICK LEAVE AT SEPARATION

An employee who voluntarily resigns from the District with at least ten (10) working days' written notice will be paid one-fourth (1/4) of the employee's unused sick leave accumulated since the preceding December 1 (current-year accrual only, not including prior years' balances). Employees who are terminated for cause, who resign without notice, or who separate during a disciplinary investigation are not eligible for this payment.

3.20.10.5 PHYSICIAN'S STATEMENT

The department manager or General Manager may require a physician's statement to substantiate sick leave of more than three (3) consecutive working days, or for any duration where the District has a reasonable concern about the use of sick leave. A physician's statement releasing the employee to return to work is required following surgery, hospitalization, or a serious accident. Where the sick leave relates to an FMLA-qualifying condition, the certification provisions of Section 3.20.11 apply.

3.20.11 FAMILY AND MEDICAL LEAVE ACT

The District is a public agency and is therefore a covered employer under the Family and Medical Leave Act of 1993 regardless of its employee count. An employee is eligible for FMLA leave if the employee:

1. Has been employed by the District for at least twelve (12) months (which need not be consecutive);
2. Has worked at least 1,250 hours of actual work during the twelve (12) months immediately preceding the start of leave (paid leave, including vacation, sick, and administrative leave, does not count toward the 1,250-hour threshold); and

3.20.11.1 AVAILABLE LEAVE

An eligible employee is entitled to up to twelve (12) workweeks of unpaid, job-protected leave during any twelve-month period for one or more of the following:

1. The birth of a child and to bond with the newborn child;
2. The placement of a child with the employee for adoption or foster care, and to bond with the newly placed child;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of the employee's job; or

5. A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) to a foreign country.

An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember or recent veteran is entitled to up to twenty-six (26) workweeks of leave during a single twelve-month period to care for the servicemember or veteran with a serious injury or illness ("military caregiver leave"). The single twelve-month period for military caregiver leave begins on the first day the employee takes the leave for that purpose. During any single twelve-month period in which an employee takes military caregiver leave, the total leave for all FMLA-qualifying reasons may not exceed twenty-six (26) workweeks.

A "serious health condition" has the meaning given in 29 C.F.R. § 825.113 (inpatient care or continuing treatment by a health care provider). "Covered active duty," "qualifying exigency," "covered servicemember," and "serious injury or illness" have the meanings given in 29 U.S.C. § 2611 and the implementing regulations.

For employees who work other than a standard forty-hour week, FMLA leave is measured by the employee's average workweek over the twelve (12) weeks preceding the start of leave.

3.20.11.2 INTERMITTENT AND REDUCED-SCHEDULE LEAVE

An employee may take FMLA leave intermittently or on a reduced work schedule when medically necessary for the employee's own serious health condition, to care for a covered family member with a serious health condition, for military caregiver leave, or for a qualifying exigency. Intermittent leave for the birth or placement of a child is allowed only if the District agrees. The District may temporarily transfer an employee taking foreseeable intermittent or reduced-schedule leave to an alternative position with equivalent pay and benefits that better accommodates the leave.

3.20.11.3 SUBSTITUTION OF PAID LEAVE

An employee taking FMLA leave may choose, or the District may require, that accrued paid leave (vacation, sick, or other paid leave) be substituted for any portion of the FMLA leave period for which the paid leave would otherwise be available. Paid-leave substitution does not extend the twelve-week (or twenty-six-week, for military caregiver leave) FMLA entitlement.

3.20.11.4 NOTICE FROM THE EMPLOYEE

An employee must give the District at least thirty (30) days' advance notice of foreseeable FMLA leave (such as planned medical treatment, a scheduled birth, or a planned adoption or foster placement). If thirty days' notice is not practicable, notice must be given as soon as practicable. Failure to provide adequate notice may result in delay or denial of leave to the extent permitted by 29 C.F.R. § 825.304. The District may require periodic status reports during the leave.

3.20.11.5 MEDICAL CERTIFICATION AND SECOND/THIRD OPINIONS

The District may require certification from a health care provider of the qualifying serious health condition, qualifying exigency, or covered servicemember/veteran serious injury or illness, on the forms designated by the U.S. Department of Labor. If the District has reason to doubt the validity of a certification of a serious health condition, the District may require, at District expense, a second opinion from a health care provider not regularly used or employed by the District, and if the second opinion conflicts with the first, a third opinion (also at District expense) from a provider mutually agreed upon by the District and the employee, which will be final and binding. Fitness-for-duty certification may be required upon return from leave taken for the employee's own serious health condition, consistent with 29 C.F.R. § 825.312.

3.20.11.6 MAINTENANCE OF GROUP HEALTH BENEFITS

The District will maintain the employee's coverage under the District's group health plan during FMLA leave on the same terms as if the employee had continued to work, and the employee remains responsible for the employee's share of the premium. If the employee does not return to work upon the expiration of FMLA leave for a reason other than (a) the continuation, recurrence, or onset of a qualifying serious health condition, qualifying exigency, or qualifying servicemember/veteran injury or illness, or (b) other circumstances beyond the employee's control, the District may recover the District's share of premiums paid during the unpaid portion of the leave.

3.20.11.7 RESTORATION TO EMPLOYMENT

An employee returning from FMLA leave is entitled to be restored to the position held when leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Use of FMLA leave will not result in the loss of any employment benefit accrued before the leave commenced, but the employee is not entitled to accrue seniority or to the accrual of leave benefits during the period of FMLA leave (other than as provided in this Section).

3.20.11.8 NO INTERFERENCE; NO RETALIATION

The District will not interfere with, restrain, or deny the exercise of any right provided by the FMLA, and will not discharge or discriminate against any person for opposing a practice made unlawful by the FMLA, for filing a charge, or for testifying or providing information in any proceeding related to the FMLA. The FMLA does not supersede any state or local law providing greater leave rights. An employee may elect between FMLA leave and any other leave available under this Chapter.

3.20.12 EDUCATIONAL LEAVE

An educational leave of absence may be granted in the sole discretion of the District. The primary consideration in granting educational leave is the perceived benefit to the District.

3.20.12.1 QUALIFICATIONS

An applicant for educational leave must be a regular full-time employee with an above-average performance evaluation, and the course of study must be designed to advance the employee's technical knowledge or skills relevant to the employee's current or reasonably anticipated position. The leave request must be approved by the General Manager and the Board.

3.20.12.2 LENGTH AND CONDITIONS

Educational leave will not exceed one academic year (approximately nine months). The leave may be renewed if (a) the employee returns to work for at least two (2) months between leave periods, (b) the employee's grades are at least a "C," a "pass," or better in all classes taken (or such other standard as the General Manager approves), and (c) renewal is recommended by the department manager and approved by the General Manager. During full-time educational leave, no wages or other benefits accrue or are paid, except as provided by Section 3.16 (reimbursement of educational expenses). Educational leave may also be granted on a reduced-work-schedule basis (fewer than forty hours per week), in which case wages and benefits will be prorated.

3.21 VACATION LEAVE

Vacation leave is provided as a paid benefit to regular full-time employees. An employee accrues vacation from the date of hire but may not use vacation leave until the initial probationary period is completed, as defined elsewhere in this Manual. An employee who separates during the probationary period is not eligible for payout of vacation accrued but not used, except as required by law.

3.21.1 ACCRUAL RATES

Vacation accrues monthly for regular full-time employees at the following rates:

1. Years one through five of continuous full-time employment with the District: one (1) working day per month (12 working days, or 96 hours, per year).
2. After five (5) years of continuous full-time employment: one and one-quarter (1.25) working days per month (15 working days, or 120 hours, per year).
3. After ten (10) years of continuous full-time employment: one and one-half (1.5) working days per month (18 working days, or 144 hours, per year).

An employee's accrual rate increases on the first day of the month following the anniversary date on which the employee completes the qualifying period of continuous service.

A regular part-time employee, if the District extends vacation benefits to that class of employee, accrues vacation at a pro-rated rate based on the employee's regularly scheduled hours.

3.21.2 SCHEDULING

Vacation should be scheduled at least three (3) weeks in advance with the employee's department manager (or, for department managers, with the General Manager). The District may decline to approve vacation leave when granting the request would conflict with work essential to the District's operations, subject to the following:

1. Vacation will not be required to be used in lieu of leave protected by the FMLA, USERRA, the Pregnant Workers Fairness Act, Utah's jury-service statute (Utah Code § 78B-1-116), Utah's voting-leave statute (Utah Code § 20A-3a-103), or any other leave for which substitution of vacation is restricted by law; and

2. Where an employee has requested to use accrued vacation concurrently with FMLA, military, or other protected leave under another Section of this Manual, the substitution rules in that Section govern.

3.21.3 USE OF VACATION

An employee may use vacation leave as it accrues, subject to scheduling under Section 3.21.2 and the probationary-period restriction at the head of this Section. The District encourages each employee to take at least one continuous block of forty (40) hours of vacation per calendar year.

3.21.4 PAYMENT AT SEPARATION

An employee who separates from employment for any reason will be paid for vacation accrued but not used as of the effective date of separation, in accordance with Utah Code § 34-28-5:

1. For an involuntary separation, payment will be made within twenty-four (24) hours of separation, by hand delivery, by direct deposit initiated within that period, or by check postmarked no later than one day after separation.
2. For a voluntary resignation, payment will be made on the next regular payday following the effective date of resignation.

Accrued FLSA compensatory time held by a non-exempt employee at separation will be paid out as required by 29 U.S.C. § 207(o)(4), at the higher of (a) the average regular rate of pay received by the employee during the three years immediately preceding separation, or (b) the employee's final regular rate of pay. Administrative leave hours of an exempt employee accrued under Section 3.18.4 are governed by the rules of that Section, not this Section.

Vacation accrued by an employee who separates during the probationary period is not payable except as required by law.

3.21.5 CARRY-OVER

An employee may carry over up to two hundred fifty (250) hours of unused vacation from one calendar year to the next based on the following formula:

Hourly Vacation Rate (hours	X 26 Pay Periods	+ 80 hours =	Maximum Total Amount of Vacation Carry Over

earned per pay period)

Vacation in excess of the calculated amount based on the formula above that has not been used by December 31 is forfeited effective January 1 of the following year and is not payable, except as provided in this Section.

Compensatory time is not vacation for purposes of the carry-over cap and is governed by Section 3.18.3 (non-exempt) or Section 3.18.4 (exempt administrative leave), as applicable.

3.22 JOB CLASSIFICATIONS AND SALARY/WAGE REVIEW

3.22.1 DEFINITIONS

The District classifies employees as follows. An employee's classification may change over the course of employment based on the position held, hours worked, and duties performed.

1. Regular Full-Time Employee. An employee, in an established job, whose term of employment contemplates continued employment during a calendar year and whose employment normally requires an average of thirty-one (31) or more hours per week, unless the Board sets a different hourly requirement for the position.
2. Regular Part-Time Employee. An employee, in an established job, whose employment normally requires fewer than thirty (30) hours per week.
3. Temporary Employee. An employee, in an established job, whose term of employment is for a specific period of time or for the duration of a specific project or group of assignments, with the understanding that the employment ends at the conclusion of the specified period or project. A temporary employee may work full-time or part-time hours.
4. Probationary Employee. An employee who is in the initial probationary period after hire or who has been placed on probation as provided elsewhere in this Manual.
5. Merit Employee. A regular full-time employee who has successfully completed the initial probationary period and is not currently on probation.
6. Exempt Employee. An employee whose position satisfies the salary-basis, salary-level, and duties tests for the executive, administrative, professional, computer, or outside-sales exemptions from the minimum wage and

overtime provisions of the Fair Labor Standards Act. The District designates exempt status by position, not by individual employee; the General Manager reviews each position's exempt status at least annually and after any material change in the position's duties or compensation.

7. Non-Exempt Employee. An employee whose position does not satisfy all three tests for an FLSA exemption. Non-exempt employees are entitled to minimum wage and overtime under Section 3.18 of this Manual.

3.22.2 WAGE NOTICE AT HIRE

The District will notify each employee in writing, at the time of hire, of (a) the employee's rate of pay and (b) the day and place of payment. Employees will be notified of any changes in rate of pay, payday or place of payment.

3.22.3 PAY RANGES

Each regular full-time employee is assigned to an established job position. Current job positions include, without limitation: General Manager, Board Secretary, Finance Director, Office Manager, Clerk, Records & Information Clerk, Operations & Maintenance Manager, System Operator, Operations Technician, and Meter Reader/Utility Worker. The Board may add, eliminate, or modify job positions from time to time, and not every position must be filled or filled by a regular full-time employee.

The Board assigns a pay range to each job position based on salary surveys, market considerations, and the District's budget. Each pay range is divided into fifteen (15) steps for exempt positions and twelve (12) steps for non-exempt positions. Each employee is assigned to a step (or half step) within the pay range for the employee's job position.

The midpoint of a pay range is presumed to represent fair and equitable compensation for an employee fully qualified in training and experience whose performance is entirely satisfactory in all respects. New employees and employees promoted into a new position under this Section will generally be assigned a step toward the lower end of the applicable range, except that the General Manager, after consultation with the Chair of the Board, may assign a higher step where market or other considerations justify it.

3.22.4 COMPENSATION DECISIONS; NON-DISCRIMINATION

Compensation decisions under this Section are made on the basis of job position, qualifications, performance, and length of service, and are consistent with:

1. The Equal Pay Act and Title VII of the Civil Rights Act of 1964;

2. The Utah Antidiscrimination Act, including the longevity safe harbor at § 34A-5-106(1)(a)(iii)(B)(I); and
3. The Age Discrimination in Employment Act and other applicable law.

The District will not make compensation decisions based on race, color, religion, sex, pregnancy or pregnancy-related conditions, age (forty or older), national origin, disability, sexual orientation, gender identity, or any other characteristic protected by law. Pay differences between employees in the same job position will be based on objective, job-related factors such as longevity, performance, qualifications, and the step assigned within the pay range, applied uniformly across the employee population on a substantially proportional basis.

3.22.5 BOARD REVIEW AND WAGE/SALARY ADJUSTMENTS

As part of the annual budget process, the Board determines what percentage increase, if any, will be applied to the District's pay ranges for the upcoming budget year. Based on that determination, the General Manager will recommend to the Board the appropriate step placement within each pay range for each employee, based on (a) the annual evaluations carried out under this Chapter and (b) the employee's performance and qualifications. Cost-of-living considerations are addressed through periodic updates to the Pay Range Chart under Section 3.22.7, not through individual step placements.

The Board may accept the General Manager's recommendations in whole, in part, or not at all. The Board has the final authority over each employee's wage or salary. The Board may move an employee up a full step, a half step, multiple steps, or not at all, and the Board may decline to grant a step increase notwithstanding the General Manager's recommendation. Nothing in this Section guarantees any employee a wage or salary increase based on length of service, inflation, or merit.

Each employee may request from the employee's department manager a copy of the pay range and step structure for the employee's job position. The District encourages managers to share this information proactively to promote transparency and equitable compensation.

3.22.6 RECLASSIFICATION

A job position may be reclassified to a different grade and pay range when the content of the position changes materially. Reclassification is based on changes to the position's duties, required qualifications, or scope, not on the identity or performance of the individual currently in the position.

1. Upward reclassification. If a reclassification results in a higher pay range, the employee's pay is adjusted to the appropriate step in the new range, generally preserving the employee's relative position within the pay range.

2. Downward reclassification. If a reclassification results in a lower pay range, the employee's current actual wage will not be reduced. Instead, the employee may be "redlined": the employee retains the employee's current pay but becomes ineligible for merit or step increases until the employee's actual pay aligns with the appropriate step in the new pay range, at which point ordinary step progression resumes. Redlining does not reduce the employee's current pay and does not affect the employee's eligibility for cost-of-living adjustments applied uniformly to the entire Pay Range Chart.

Reclassifications must be documented in writing, signed by the General Manager, and approved by the Board.

3.22.7 MARKET SURVEYS AND PAY RANGE CHART ADJUSTMENTS

At least every other year, the General Manager, with assistance from the Finance Director and a member of the Board designated by the Chair, will obtain salary and market surveys covering each District job position. The General Manager will report the results to the Board, which has sole discretion to decide whether and when to adjust the Pay Range Chart. The District may shorten this interval in response to significant labor-market shifts that risk pay compression or other distortions inconsistent with the longevity and equal-pay safe harbors referenced in Section 3.22.4.

If the Board adjusts the Pay Range Chart, each employee's wage or salary is adjusted to preserve the employee's relative step and position within the applicable pay range. Adjustments under this Section are cost-of-living and market adjustments and are independent of merit-based step changes under Section 3.22.5.

3.23 RECORDKEEPING

The District is required by federal and state law to create, maintain, and protect a range of employee records. The District will collect only the personnel information that is relevant to legitimate employment-related purposes, will protect that information from unauthorized access and disclosure, and will retain it for the periods required by law.

3.23.1 RECORDS OFFICER; GRAMA COMPLIANCE

The District is a "governmental entity" under the Utah Government Records Access and Management Act (Utah Code Title 63G, Chapter 2, "GRAMA"). The General

Manager will designate a records officer who is responsible for the District's GRAMA compliance, including the classification, access, retention, amendment, and destruction of District records.

For purposes of GRAMA, employee records are classified as follows:

1. **Public information** under Utah Code § 63G-2-301(3)(o), including each current and former employee's name, gender, gross compensation, job title, job description, business address, business telephone number, business email address, working hours, dates of employment, and relevant qualifications. The District will respond to a proper GRAMA request for this information within ten (10) business days of receipt, in accordance with Utah Code § 63G-2-204.
2. **Private information** under Utah Code § 63G-2-302, including each employee's home address, home and personal telephone numbers, Social Security number, personal email address, marital status, dependents, and other personal information. Private information is not disclosed except to the employee, to authorized District personnel with a legitimate business need, to a person to whom the employee has provided written authorization, or as otherwise required or permitted by law.
3. **Medical and disability information** is private under Utah Code § 63G-2-302(1)(b) and is additionally subject to the separate-file requirements of Section 3.23.4 below.

An employee or other person who believes that a District record about that person is inaccurate or incomplete may petition the records officer to amend the record, in accordance with Utah Code § 63G-2-603.

3.23.2 EMPLOYEE FILES; SEPARATION OF RECORDS

The District will maintain, for each employee, the following records in separate files with appropriate access controls:

1. **Personnel file.** Job application, offer letter, position description, performance evaluations, disciplinary records, training records, written warnings, commendations, and other records relating to the employment relationship not separately maintained under this Section.
2. **Payroll and wage records.** Records required by the FLSA, the Utah Payment of Wages Act, and the Internal Revenue Code, including time records, pay rates, hours worked, overtime calculations, deductions, and Forms W-2 and W-4.

3. **Medical file.** All medical information about the employee, including pre-employment and post-offer medical examinations, fitness-for-duty examinations, FMLA medical certifications, workers' compensation medical records, ADA accommodation documentation, and any genetic information. The medical file is maintained separately from the personnel file.
4. **I-9 file.** Forms I-9 and any supporting documentation, maintained separately from the personnel file so that the District can produce them to ICE during a Notice of Inspection without exposing other personnel records.
5. **Investigation and discipline file.** Internal investigation reports, witness statements, and related work product, maintained with restricted access pending the conclusion of the investigation and subject to attorney-client privilege where applicable.

Each supervisor will keep daily, weekly, and pay-period time records for the supervisor's direct reports, including any deviations from the standard workweek. Supervisors will transmit those records to the Finance Director for inclusion in the District's payroll records.

3.23.3 CONFIDENTIALITY AND ACCESS

District employee records are confidential. Access is limited to:

1. The employee, who may review the employee's own personnel file at any reasonable time on request, and who may review the employee's medical file in accordance with Section 3.23.4;
2. District personnel with a legitimate business need;
3. Government officials investigating compliance with applicable law;
4. Other persons to whom the employee has provided written authorization for access;
5. Persons entitled to access under a valid GRAMA request, court order, subpoena, or other compulsory process; and
6. As otherwise required or permitted by law.

For medical records under Section 3.23.4, access is further limited as required by 29 C.F.R. § 1630.14(c): supervisors and managers may be informed only of necessary work restrictions and accommodations; first-aid and safety personnel may be informed only when appropriate for emergency treatment; and government officials investigating ADA compliance must be provided relevant information on request. Medical information is not disclosed to other District personnel for any other purpose.

An employee who, without proper authorization, removes anything from, or inserts anything into, any District record is subject to discipline up to and including dismissal.

3.23.4 MEDICAL RECORDS

The District treats every record relating to an employee's medical condition, disability, request for reasonable accommodation, FMLA leave, workers' compensation claim, or genetic information as a confidential medical record. These records are:

1. Collected on separate forms from non-medical personnel forms;
2. Maintained in a separate medical file, physically or electronically segregated from the personnel file;
3. Accessible only to the employee, the records officer, the Finance & Risk Manager, the General Manager, and other District personnel on a strict need-to-know basis;
4. Disclosed outside the District only with the employee's written authorization, in response to a valid legal process, to a healthcare provider conducting a fitness-for-duty examination at the District's request, or as otherwise required or permitted by law; and
5. Where maintained electronically, protected by access controls that prevent personnel without a legitimate medical-information need from viewing the records, even if those personnel can view other personnel-file records.

Where the District lawfully requests medical information from a healthcare provider, the request will include language designed to avoid the inadvertent acquisition of genetic information.

3.23.5 REQUIRED RECORDS AND RETENTION

The District will maintain the following records for at least the minimum periods set forth below, or for any longer period required by the State Records Committee's records-retention schedule for special districts or by other applicable law. Where two or more retention periods apply to the same record, the longest period controls.

1. **Applicant data (by sex and ethnicity).** One (1) year from the date the record is made or the personnel action is taken, whichever is later (29 C.F.R. § 1602.14; extended to final disposition if a charge of discrimination is filed).

2. **Personnel actions** (hires, promotions, demotions, transfers, training selections, layoffs, recalls, terminations, rates of pay, terms of compensation, and supporting documentation). One (1) year from the personnel action; for ADEA purposes, payroll records relating to age are kept for three (3) years.

3. **FLSA payroll records** (employee identifying information including gender, time and day the workweek begins, hours worked each day and total hours each week, total daily or weekly straight-time earnings, additions to and deductions from wages, date of each payment and the pay period covered, total overtime earnings). At least three (3) years.

4. **FLSA supporting records** (time cards, work schedules, wage-rate tables, records of additions to or deductions from wages). At least two (2) years.

5. **ADEA benefit-plan records** (employee benefit plans, seniority systems, and merit systems). For the full period the plan or system is in effect and for at least one (1) year after termination of the plan or system.

6. **Form I-9.** The later of three (3) years from the date of hire or one (1) year after the date employment ends.

7. **Medical records.** The medical files described in Section 3.23.4 are retained for the duration of employment plus the period required by the State Records Committee schedule. Employee exposure records and employee medical records relating to occupational exposure to toxic substances or harmful physical agents are retained for the duration of employment plus thirty (30) years.

8. **OSHA injury and illness records.** OSHA Forms 300 (Log), 300A (Summary), and 301 (Incident Report) and equivalent records are retained for five (5) years following the end of the calendar year that the records cover.

9. **Workers' compensation records.** Workers' compensation injury reports, claims documentation, and related correspondence are retained for the period required by Utah Code § 34A-2-407 and the State Records Committee schedule, but in no event less than five (5) years from the date of the most recent activity on the claim.

10. **FMLA records.** Basic payroll and identifying information, dates of FMLA leave, hours of FMLA leave, copies of notices and policies, premium payments, and records of disputes are retained for three (3) years.

11. **URS Retirement Plan.** Where the District participates in the Utah Retirement Systems, retention follows the Utah Retirement Systems schedule.

12. **Compensation records.** Records of wage rates, pay-range placements, step changes, performance evaluations, and related compensation decisions are retained for the duration of employment plus seven (7) years, in light of the potential application of the Lilly Ledbetter Fair Pay Act and the Equal Pay Act.

13. **Tax records.** Forms W-2, W-4, payroll tax filings, and related records are retained for at least four (4) years after the date the tax becomes due or is paid, whichever is later (26 C.F.R. § 31.6001-1).

14. **Other records.** Any other employment records required to be maintained by applicable law, regulation, or the State Records Committee schedule for the period specified by that authority.

Where a charge of discrimination has been filed under Title VII, the ADA, the ADEA, GINA, the EPA, the Utah Antidiscrimination Act, or any other applicable law, or where a civil action has been commenced or is reasonably anticipated, the District will preserve all relevant records until final disposition of the charge or action, notwithstanding any shorter retention period specified above.

Records will be destroyed in accordance with the State Records Committee schedule and with sufficient care to protect the confidentiality of any private, controlled, or protected information.

3.23.6 EMPLOYEE RESPONSIBILITIES

Each employee is responsible for ensuring that the information in the employee's personnel file is complete, current, and accurate. Each employee will notify the General Manager or the General Manager's designee of any change in personal information that the District maintains, including changes in name, home address, home telephone number, marital status, number of dependents (for tax withholding and benefits purposes), emergency contact, educational attainment, professional licenses or certifications, and beneficiary designations on District-administered benefit plans.

An employee may, at any reasonable time and on written request to the records officer, review the employee's own personnel and medical files. The District will provide the review opportunity within a reasonable period (and in any event consistent with the GRAMA timeline for records held by a governmental entity). An employee who believes that information in a District record about the employee is inaccurate or incomplete may petition the records officer for amendment under Utah Code § 63G-2-603.

An employee who, without proper authorization, removes anything from or inserts anything into a District record is subject to discipline up to and including dismissal.

3.24 EMPLOYEE REFERENCES

The District receives requests from prospective employers, licensing authorities, and others seeking information about current or former District employees. The District's policy is designed to provide useful information to prospective employers while complying with equal-employment-opportunity laws, the Utah Government Records Access and Management Act, the Utah employer-reference immunity statute (Utah Code § 34-42-1), the Utah Constitution's anti-blacklisting provision (Article XII § 19), and an employee's right to privacy.

3.24.1 REFERENCE REQUESTS FUNNELED THROUGH THE GENERAL MANAGER

All requests for references about current or former District employees must be referred to the General Manager. No other District employee is authorized to provide a reference, evaluation, or other characterization of a current or former District employee to a person outside the District. This restriction applies to written, telephone, email, and in-person inquiries, and applies whether the inquiry is framed as a "reference check," a "background check," an "employment verification," or any similar request.

A District employee who receives a reference request will direct the requester to the General Manager and will not provide any substantive information about the subject employee.

3.24.2 VERIFICATION OF REQUESTER

Before providing any information beyond what GRAMA classifies as public, the General Manager (or the General Manager's designee for this purpose) will verify (a) the identity of the requester, (b) that the requester represents a prospective employer or other entity with a legitimate interest in the subject employee's employment history, and (c) where applicable, that the consent on file authorizes disclosure to the requester. The General Manager should confirm identity by independently contacting the requester at a published main number for the requesting organization, rather than relying solely on contact information the requester provides.

3.24.3 INFORMATION DISCLOSED WITHOUT EMPLOYEE CONSENT

The District will disclose, in response to a proper reference request and without requiring written employee consent, the following information about a current or former employee, which is public under Utah Code § 63G-2-301(3)(o):

1. Name and gender;
2. Job title or position held with the District;
3. General description of the duties of the position;
4. Dates of employment with the District;
5. Whether the employee was full-time or part-time;
6. Business address, business telephone number, and business email address;
7. Gross compensation;
8. Working hours; and
9. Education and other relevant qualifications.

3.24.4 INFORMATION DISCLOSED WITH EMPLOYEE CONSENT

Beyond the information in Section 3.24.3, the District will disclose additional information — including information about the employee's job performance, professional conduct, and evaluations — only if the employee or former employee who is the subject of the request has signed and delivered to the General Manager a consent that:

1. Identifies the categories of information authorized for release (general job performance, specific evaluations, reason for separation, eligibility for rehire, etc.);
2. Identifies the recipient or class of recipients of the information (a specific prospective employer, any prospective employer that contacts the District during a specified period, etc.); and
3. Specifies the period during which the consent is effective.

The form attached as Attachment 3-C satisfies these requirements and is the District's preferred form. The General Manager may accept another writing that satisfies the elements above. The General Manager need not require any consent in the form of Attachment 3-C if the General Manager determines, in the General Manager's discretion, that the substance and scope of an alternative writing are adequate.

3.24.5 STANDARD FOR SUBSTANTIVE REFERENCES

When the District provides information beyond Section 3.24.3, the District relies on Utah Code § 34-42-1, which provides civil immunity to an employer that, in good faith, provides information about a current or former employee's job performance, professional conduct, or evaluation to a prospective employer at the prospective employer's request. To preserve this immunity and to comply with the common-law qualified privilege for employment references, the District's substantive references will be:

1. **Truthful.** The District will not make any statement about a current or former employee that the District knows or has reason to believe is false. Statements about job performance, professional conduct, or evaluation will be supported by documented facts in the employee's personnel file.
2. **Limited to documented facts.** The District will rely on the employee's documented performance evaluations, written disciplinary records, attendance records, and similar contemporaneously created District records. The District will not provide opinions, speculation, or characterizations not supported by documented facts.
3. **Responsive to the inquiry.** The District will respond to the questions asked by the requester. The District will not volunteer information beyond what the requester has asked or beyond what the employee's consent authorizes.
4. **Disclosed only to persons with a legitimate need**. The District will provide information only to the verified prospective employer or other recipient identified in the employee's consent, and only to the individuals within that organization who have a legitimate need for the information for hiring or related employment decisions.
5. **Non-discriminatory.** The District will not make reference disclosures on the basis of race, color, religion, sex, pregnancy, age, national origin, disability, sexual orientation, gender identity, or any other characteristic protected by law, and will not retaliate against any employee or former employee for any protected activity through the content of a reference.
6. **Not malicious.** The District will not, by act or omission, maliciously interfere with the employee's ability to obtain or maintain other employment, in compliance with Article XII § 19 of the Utah Constitution.

3.24.6 AFFIRMATIVE MISREPRESENTATIONS PROHIBITED

If the District chooses to provide a substantive reference under Section 3.24.5, the reference must be both truthful and not misleading with respect to the topics it addresses. The District may decline to address a particular topic — there is no general duty to volunteer negative information about a former employee — but the District will not, by affirmative statement, create a materially false impression of the employee, particularly with respect to conduct that could create a foreseeable and substantial risk of physical harm to others in the prospective position.

Where a reference request relates to a former employee whose separation involved misconduct that could foreseeably recur in the prospective position (including but not limited to misconduct involving violence, threats, theft, dishonesty, or sexual harassment), the General Manager will consult counsel before responding. The General Manager may, in consultation with counsel, decline to provide a substantive reference, limit the response to the information in Section 3.24.3, or provide a fuller response with the employee's consent.

3.24.7 WRITTEN RESPONSES

Written reference responses will be marked "Confidential — Personnel Reference" and addressed by name to the individual who made the inquiry. The envelope or transmittal will be marked "Confidential," "Personal," or "To be opened by addressee only," or with similar language. The District acknowledges that these markings have limited legal effect against a subsequent GRAMA request directed to the District, because the GRAMA classification of the underlying records — generally private under Utah Code § 63G-2-302 for personnel evaluations and similar records — controls regardless of how the District marks the document.

The District will retain a copy of each written reference response in the employee's personnel file, along with a record of the request and a copy of the consent (if any) on which the response was based.

3.24.8 SPECIAL CATEGORIES OF REQUESTS

1. Requests from law enforcement, courts, or licensing authorities. Requests from law enforcement officers, courts, or professional or occupational licensing authorities are not "prospective employer" requests under § 34-42-1 and are governed by separate legal frameworks (subpoena, search warrant, statutory disclosure requirements). The General Manager will consult counsel before responding to such a request. Responses to a valid subpoena, court order, or statutorily authorized request do not require employee consent.

2. Internal references. A District employee seeking promotion or transfer within the District is governed by Section 3.22 (Job Classifications) and not by this Section. Internal references are not subject to the consent requirement in Section 3.24.4.

3. Anonymous or unverified inquiries. The District will not respond to an inquiry from a person whose identity and legitimate interest the District cannot verify. The General Manager will document the inquiry and decline to respond.

3.24.9 EMPLOYEE RIGHT TO REVIEW REFERENCE INFORMATION

An employee or former employee about whom the District has made a reference disclosure may, on request to the General Manager, review the District's record of the disclosure, including any written response and the request to which the response was made. This right is in addition to the employee's rights under GRAMA (Utah Code §§ 63G-2-202, 63G-2-603) to inspect and contest the accuracy of records about the employee.

3.25 STATUTORY MODIFICATION; CONSTRUCTION; AMENDMENT

3.25.1 SUPREMACY OF LAW

This Chapter and other sections of this Policy Manual relating to personnel matters are subject to and governed by all applicable federal and state statutes, regulations, executive orders, and binding judicial decisions, including without limitation:

1. The Fair Labor Standards Act and implementing regulations;

2. The Family and Medical Leave Act and implementing regulations;

3. The Americans with Disabilities Act, the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, the Equal Pay Act, the Uniformed Services Employment and Reemployment Rights Act, the Lilly Ledbetter Fair Pay Act, and other applicable federal civil rights and employment laws;

4. The Immigration Reform and Control Act;

5. The Occupational Safety and Health Act and the Utah Occupational Safety and Health Act;

6. The Internal Revenue Code and Employee Retirement Income Security Act, to the extent applicable;

7. The Utah Antidiscrimination Act;
8. The Utah Payment of Wages Act and Utah Minimum Wage Act;
9. The Utah Government Records Access and Management Act (Utah Code Title 63G, Chapter 2);
10. The Utah Workers' Compensation Act and Utah Occupational Disease Act;
11. The Utah special-district and water-improvement-district enabling statutes under which the District operates, including Utah Code Title 17B; and
12. Any other federal, state, or local law, regulation, or judicial decision applicable to the District as a governmental entity and public employer.

In the event of any conflict between this Chapter or another personnel-related provision of this Policy Manual and any applicable law, the law controls. The personnel provisions of this Policy Manual will be construed, to the extent reasonably possible, to be consistent with applicable law.

The references in this Chapter to specific statutes, regulations, dollar thresholds, retention periods, and similar legal standards are provided for the convenience of District employees and reflect the law as the District understands it at the time of adoption. These references are not warranties of accuracy. If any cited authority is amended, superseded, or interpreted by a court or agency in a manner different from what is stated in this Policy Manual, the authority as so amended, superseded, or interpreted controls, and this Policy Manual is to be applied consistently with that authority.

3.25.2 NO IMPLIED CONTRACT; RESERVATION OF AT-WILL STATUS; ACKNOWLEDGMENT OF PUBLIC-EMPLOYEE DUE PROCESS

This Policy Manual is a statement of the District's current personnel policies and procedures. It is not a contract of employment and is not intended to create any contractual rights, express or implied, between the District and any employee, applicant, or other person. No statement in this Policy Manual, no oral or written representation by any District officer, employee, or agent, and no course of conduct creates an employment contract, a guarantee of continued employment, or a promise of any specific term, condition, or duration of employment.

Except where otherwise expressly provided by a written employment agreement signed by the General Manager or the Board and the employee, by a Board resolution applicable to a specific employee or position, or by applicable law, employment with the District is at-will. Either the District or the employee may terminate the employment relationship at any time, with or without cause and with or without notice, subject to the procedural requirements of this Policy Manual and applicable law.

The District acknowledges that, as a governmental entity, certain personnel actions may, depending on the circumstances and the applicable law, implicate procedural due-process protections under the United States Constitution and the Utah Constitution for employees who have a constitutionally protected property or liberty interest in their employment. Nothing in this Section is intended to waive or curtail those constitutional protections where they apply, and the District will provide the process required by law in any case in which it is required. The procedural provisions of this Policy Manual (including notice, hearing, and grievance procedures elsewhere in this Chapter) are intended to satisfy applicable due-process requirements, but the actual scope of due process owed in any particular case is determined by the law and the facts of that case, not by this Policy Manual.

3.25.3 SEVERABILITY

If any provision of this Chapter or another personnel-related provision of this Policy Manual is held to be invalid, unenforceable, or preempted by applicable law, the holding will affect only the specific provision in question, and the remaining provisions of this Policy Manual will continue in full force and effect. Where a provision is held invalid in part or as applied to certain circumstances, the provision will be enforced to the maximum extent permitted by law in all other respects and as applied to all other circumstances.

3.25.4 RESERVATION OF RIGHT TO AMEND

The Board reserves the right, in its sole discretion and at any time, to add to, modify, suspend, or rescind any provision of this Policy Manual, subject to applicable law and any then-existing written employment agreement signed by the General Manager or the Board. The District will provide reasonable notice to employees of any material change in writing and will post the change in a location accessible to employees. A change to this Policy Manual is effective as of the date stated in the change, or, if no date is stated, on the date the Board adopts the change.

3.25.5 EFFECTIVE DATE OF APPLICABLE LAW

The version of any cited federal, state, or local law in effect at the time of a personnel decision or other relevant event governs that decision or event. A subsequent amendment to or repeal of an applicable law does not retroactively alter the legality of a personnel action that was lawful at the time it was taken, except as the amending or repealing law itself expressly provides. A pending grievance, disciplinary proceeding, or other personnel matter that begins before, and is resolved after, an amendment to applicable law will be resolved under the law in effect at the time the relevant conduct or decision occurred, except as the amending law expressly provides.

3.25.6 NO THIRD-PARTY BENEFICIARIES

The personnel provisions of this Policy Manual are adopted for the District's internal administration of its workforce. They do not create rights, claims, or causes of action enforceable by any person other than the District and the District's employees, and only to the extent expressly provided in this Policy Manual or applicable law. No vendor, contractor, customer, ratepayer, or other third party is a beneficiary of, or has rights under, this Policy Manual.

3.25.7 CONSTRUCTION

This Chapter is to be construed in a manner that gives effect to all of its provisions to the extent reasonably possible. Section headings are provided for convenience and do not limit or expand the scope of any provision. References to a statute, regulation, or other legal authority include any amendments, successor provisions, and implementing regulations, except as expressly otherwise provided. References to a "manager," "supervisor," or officer include a designee acting within the scope of the delegated authority.

3.26 SUBSEQUENT MODIFICATION AND ADMINISTRATIVE DISCRETION

3.26.1 BOARD'S RIGHT TO AMEND

The Board's right to amend, modify, suspend, or rescind any provision of this Policy Manual is set forth in Section 3.25.4. Nothing in this Section limits that right.

3.26.2 PERSONNEL POLICIES NOT EXHAUSTIVE

The personnel policies in this Chapter are reasonably comprehensive but are not intended to address every circumstance that may arise in the course of District operations. Unanticipated circumstances may require a disciplinary or administrative response that is not specifically described in this Chapter.

An employee may be disciplined, including by dismissal where appropriate, for conduct that, even if not specifically listed in this Chapter:

1. Violates a District rule, instruction, or directive of which the employee had reasonable notice;
2. Violates an applicable federal, state, or local law, regulation, or licensing requirement;

3. Violates a generally recognized standard of professional or ethical conduct applicable to the employee's position; or
4. A reasonable employee in the same or a similar position would understand to be inconsistent with the employee's job duties, with the District's mission and ratepayer responsibilities, or with basic workplace conduct.

The procedures for imposing discipline under this Section are the procedures elsewhere in this Chapter (including any applicable notice, pre-deprivation hearing, and grievance procedures) and any procedural requirements imposed by applicable law (including due-process requirements under the United States and Utah Constitutions for employees with a constitutionally protected property or liberty interest in employment, as referenced in Section 3.25.2).

3.26.3 DEVIATION FROM STATED PROCEDURES

As a general matter, the District applies the personnel policies in this Chapter consistently to similarly situated employees. The District recognizes, however, that particular circumstances may warrant deviation from a stated procedure or general practice. The District may deviate from a procedure or general practice in this Chapter only where all of the following conditions are satisfied:

1. **Legitimate, non-discriminatory reason.** The deviation is based on a documented, legitimate, non-discriminatory business reason, and is not based on, and does not have the purpose or effect of discriminating on the basis of, any characteristic protected by law (race, color, religion, sex, pregnancy, age, national origin, disability, sexual orientation, gender identity, genetic information, military or veteran status, or any other protected characteristic), or on the basis of an employee's exercise of any right protected by law (including the right to take protected leave, to report suspected illegal activity, to file a discrimination charge or workers' compensation claim, or to engage in other protected activity).
2. **Documentation.** The reason for the deviation is documented contemporaneously in writing and placed in the employee's personnel file, with a copy to the General Manager (or, if the General Manager is the subject of the deviation, to the Chair of the Board).
3. **Authorization.** The deviation is authorized by the General Manager or, where the deviation involves the General Manager or implicates a matter reserved to the Board under this Policy Manual or applicable law, by the Board.

4. **Compliance with law.** The deviation complies with applicable federal, state, and local law and with the District's enabling statutes, and does not waive or curtail any right protected by law (including due-process rights, anti-discrimination protections, and rights under applicable collective bargaining or individual employment agreements).

A deviation under this Section is limited to the specific circumstance for which it is authorized and does not modify the underlying personnel policy as applied to other employees or other circumstances.

3.26.4 NO ESTOPPEL FROM DEVIATION

A past deviation from a personnel policy in this Chapter, whether under Section 3.26.3 or otherwise, does not estop the District from applying the policy as written in subsequent cases, and does not entitle any other employee to a similar deviation. Consistent with Section 3.25.2, the personnel policies in this Chapter are guidance for District administration and do not create contractual rights enforceable by any employee or other person except to the extent expressly provided in this Policy Manual or required by applicable law.