

**Mayor**  
MICHAEL KOURIANOS  
**City Attorney**  
THOMAS SITTERUD  
**City Recorder**  
SHERRIE GORDON  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501  
PHONE (435) 637-5010 - Fax (435) 637-7263  
www.pricacityutah.com

**PRICE CITY COUNCIL**

**City Council**  
RICK DAVIS  
AMY KNOTT-JESPERSEN  
BOYD MARSING  
LAYNE MILLER  
TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 04/14/2021. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. CALL MEETING TO ORDER
  2. PLEDGE OF ALLEGIANCE
  3. ROLL CALL
  4. SAFETY SECONDS - Councilmember Davis
  5. PUBLIC COMMENT
  6. QUARTERLY SAFETY PRIZE - Drawing for the Price Plays Safety quarterly safe workplace prize.
  7. RESOLUTION NO. 2021-05 - Consideration and possible approval of a Resolution Amending and Updating the Price City Personnel Policies and Procedures Manual.
- CONSENT AGENDA
8. MINUTES
    - a. March 24, 2021 City Council Meeting
  9. UAMPS MUDDY CREEK WASTE HEAT STUDY AGREEMENT - Consideration and possible approval for the Muddy Creek Waste Heat Study Agreement. Price City participation in the project would be 974 kW which is 4.7745% of the project. The cost for the study phase will be 4.7745% of the study cost and is estimated to be about \$5,000.
  10. SOUTHEASTERN UTAH ECONOMIC DEVELOPMENT DISTRICT'S (SEUEDD) GRANT PROPOSAL - Consideration and possible approval of the SEUEDD Grant Proposal for the Build to Scale Challenge. (Building located at 375 South Carbon Avenue Price, UT 84501)
  11. PROJECT #3C-2021 PRICE CITY TRUCKS - Consideration and possible approval of the purchase of two new trucks: 1) Dodge 1500 Half -Ton 4x4 -low bid of \$28,414.00 from AutoFarm Price Chrysler Dodge Jeep Ram; 2) Dodge 3500 One-Ton w/dump bed-low bid of \$48,575.00 from AutoFarm Price Chrysler Dodge Jeep Ram. Both bid prices are within the budgeted funds available for these purchases.
  12. PROJECT #5C-2021 SKID STEER- Consideration and possible approval of the purchase of a Skid Steer, low bid of \$61,520 from Honnen Equipment Co, SLC. Bid price is within the budgeted funds available for this purchase.
  13. LEASE AGREEMENT - Consideration and possible approval of a lease agreement between Price City and United Way of Eastern Utah for office space.
  14. REQUEST FOR SPONSORSHIP - Ed Chavez has reserved Washington Park for the Democratic Convention on May 22, 2021 from 2-7 PM. He is requesting the park rental fees be waived.
  15. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Desert Sun

Creations LLC at 433 S 200 W and FCCBH Community Clinic at 690 E Main St.

16. TRAVEL REQUEST - Consideration and possible approval of travel request for:  
Bret Cammans, IT/Customer Service Director - UAMPS Monthly Board of Directors Meeting, April 20-21, 2021, Salt Lake City, UT.
17. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at [www.pricetah.net](http://www.pricetah.net), and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

# Price Plays Safety

**\$100 Each**



## Win \$400 Worth of Gift Cards

Exchange Price Plays Safety Incentive Cards You Have Earned Individually or the Team Competition Monthly.

Each Price Plays Safety Incentive Card May Be Exchanged for 2 Tickets in the Quarterly Drawing for the Major Safety Prize.

Tickets May Be Exchanged by Visiting Nick Tatton or Dana Young.

**Next Drawing to Be Held April 1, 2021.**



**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION AMENDING UPDATING AND AMENDING THE PRICE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, Price City previously adopted, section by section, its Personnel Policies and Procedures Manual (Manual) setting forth personnel policies for the use and benefit of Price City's management and staff; and,

**WHEREAS**, the provisions of the Manual and the adopting resolution are severable and the Manual explicitly states that Price City has the right to change any of its policies and/or procedures at any time, for any reason; and,

**WHEREAS**, Price City is desirous of updating and amending the Manual in its entirety to the 2020 version; and,

**WHEREAS**, Price City desires to provide employee polices and procedures that are legally compliant, financially prudent and marketplace competitive in order to recruit, retain, and be competitive in the full-time employee marketplace.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Price City Council as follows:

**Section 1. Adoption:** Adopt updated and amended 2021 version of the Manual as constituted in Attachment A and which is attached hereto in its entirety and is hereby adopted.

**Section 2. Repealer:** All former Sections of the Manual are hereby specifically repealed and the provisions of any other Price City ordinances or resolutions in conflict herewith are hereby repealed. Additionally, if any other content of the Manual is deemed to conflict with the language revision adopted in this Resolution, this Resolution shall prevail.

**Section 3. Severability:** The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

**Section 4. Necessity:** In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution take effect as follows: 2020 version of the Manual shall become effective on \_\_\_\_\_.

**PASSED AND ADOPTED** by the City Council of Price City, State of Utah, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**Price City, a Municipal Corporation**

By: \_\_\_\_\_  
**Michael Kourianos, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Sherrie Gordon, City Recorder**

**ATTACHMENT A**  
**2021 PRICE CITY POLICY AND PROCEDURE MANUAL**

# **PERSONNEL POLICIES AND PROCEDURES MANUAL**

**Price Municipal Corporation  
(Price City, Utah)**

*Original Adoption: May 26, 2004  
Current Update: July 1st, 2021*

**This document supersedes all personnel policies and procedures previously established or adopted by Price Municipal Corporation.**

# PRICE MUNICIPAL CORPORATION

## Acknowledgment of Receipt of Personnel Policies and Procedures Manual

1. I, the undersigned employee, have been introduced to the Personnel Policies and Procedures Manual, originally adopted May 26, 2004 and as amended from time-to-time, which outlines the employment policies, practices and benefits of Price Municipal Corporation. **I accept responsibility for informing myself about these policies by reading them and, if necessary, by asking that they be read and/or explained to me.**
2. Since the information in this Personnel Policies and Procedures Manual is necessarily subject to change, it is understood that the prior or current information I have received may be changed or replaced by other policies and procedures which Price Municipal Corporation may adopt in the future. I understand that Price Municipal Corporation reserves the right to change these policies from time-to-time in the future without notifying me.
3. I understand and agree that no one at Price Municipal Corporation has authority to offer me employment now or at any time in the future, on terms different than what are stated in the Personnel Policies and Procedures Manual and that all employment at Price Municipal Corporation is considered at-will. Specifically: (1) all employees at Price Municipal Corporation are hired on an at-will basis; (2) each person's employment is for no specific term; (3) Price Municipal Corporation reserves the right to terminate the relationship at any time, and; (4) nothing in this Policy and Procedure Manual (sometimes referred to as the handbook) should be constructed as a contract or a guarantee of continued employment<sup>1</sup>.

---

Date

---

Printed Name of Employee

---

Signature of Employee

Copies of the Price City Personnel Policies and Procedures Manual are maintained in each organizational department and a copy is available on the Price City intranet, [www.pricecityutah.com](http://www.pricecityutah.com).

---

<sup>1</sup> Recommended language from Bullet Proof Employee Handbooks author Jane Easter Bahls, update 2020.

# PREFACE

It is the policy of Price Municipal Corporation to establish reasonable rules of employment conduct (i.e., policy direction for management and employees to follow; elected officials are subject to State Code) and to ensure compliance with these rules through a program consistent with the best interests of Price Municipal Corporation and its employees. THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY PRICE MUNICIPAL CORPORATION EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. THE TERM "AT-WILL" MEANS EMPLOYEES CAN TERMINATE OR BE TERMINATED AT WILL. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS SIGNED BY THE MAYOR OF PRICE MUNICIPAL CORPORATION.

It is also the policy of Price Municipal Corporation to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex, national origin, age, disability, or sexual preference. To this end, Price Municipal Corporation will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, veterans status or sexual preference, and will ensure that applicants and employees are treated without unlawful regard to these characteristics or inclusion in any of the aforementioned classes.

Additionally, it is the policy of Price Municipal Corporation to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to Price Municipal Corporation by enlisting the help of all employees to ensure that public and work areas are free of any and all hazardous conditions.

Price Municipal Corporation reserves the right to change any of its policies and/or procedures at any time in the future for any reason without prior notice to employees of Price City. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them, in writing, to the Price City Human Resource Director for review.

Thank you.



## INTRODUCTION

---

Welcome,

Price Municipal Corporation's Personnel Policies and Procedures Manual is a written reference for management and staff to implement the policies contained within it. This manual not only outlines Price Municipal Corporation's policy on the various phases of the employer-employee relationship, it also indicates how policy is to be administered.

Consequently, each employee is able to use this manual as a reference when policy needs to be applied to a given situation. Price Municipal Corporation officials, management and supervisors have a duty of care<sup>1</sup> to ensure that these policies provide the basis and tools for all Price Municipal Corporation employees to make good decisions. As an employee of Price Municipal Corporation, you are expected to read, understand, and follow the policies and procedures contained in this manual. For assistance and interpretation of any of the provisions contained herein contact the Price Municipal Corporation Human Resource Director. Where Federal employment law, State of Utah employment law and local policy run in parallel or conflict the greater advantage to the employee shall govern.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. Written policies also aid in consistently achieving fair and equitable interpretation of policy. Oral representations of employment policies or practices at Price Municipal Corporation may lead to miscommunications and misunderstandings of policies and cannot overrule the written policies<sup>2</sup>. Employees always feel a deeper understanding of their roles in the organization when they realize that policies are uniformly administered. Please be advised that it is the obligation of all employees of Price Municipal Corporation to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, national origin, age, disability or sexual preference/orientation/identification.

---

<sup>1</sup> Duty of Care reference added 2020 – HR managers training suggestion.

<sup>2</sup> Oral representations clarification reference added 2020. Recommended language from Bullet Proof Employee Handbooks author Jane Easter Bahls.

And finally, no employee, officer, agent or other representative of Price Municipal Corporation has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Personnel Policies and Procedures Manual and all employment at Price City is considered at-will.

Price Municipal Corporation

# **TABLE OF CONTENTS**

---

PREFACE

INTRODUCTION

## **SECTION 1: DEFINITION OF TERMS**

## **SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

1. General Policy
2. Supervisor Responsibilities
3. Employee Responsibilities

## **SECTION 3: EMPLOYEE HIRING**

1. Employment
2. Recruitment
3. Selection
4. Placement
5. Volunteers

## **SECTION 4: ALCOHOL AND DRUG FREE WORKPLACE**

1. General Policy
2. Employee Responsibilities
3. Disciplinary Action

## **SECTION 5: DRUG TESTING**

1. General Statement
2. Policy

## **SECTION 6: DISCRIMINATION AND HARASSMENT**

1. General Policy
2. Corrective Action
3. Retaliation

## **SECTION 7: EMPLOYEE CODE OF CONDUCT**

1. Professionalism
2. Privileged Information
3. Conflict of Interest
4. Confidentiality
5. Gifts and Gratuities
6. Attendance
7. Tardiness
8. Appearance
9. Smoking

10. Personal Use of Price Municipal Corporation Chattel Property by Price Municipal Corporation Employees
11. Personal Use of Price Municipal Corporation Office Items
12. Price Municipal Corporation Computer and Communication System
13. Cellular Phones
14. Loaning and Use of Price City Equipment, Supplies and Materials Owned by Price Municipal Corporation
15. Time Sheets or Daily Logs
16. Credit Cards
17. Outside Activities
18. Political Activity
19. Secondary Employment
20. Remote Working<sup>1</sup>

#### **SECTION 8: DISCIPLINARY ACTION**

1. General Policy
2. Types of Disciplinary Action
3. Causes for Disciplinary Action
4. Conducting an Investigation
5. Imposing Disciplinary Action
6. Appeal Procedures

#### **SECTION 9: GRIEVANCE PROCEDURES**

1. General Policy
2. Confidentiality
3. Filing

#### **SECTION 10: TERMINATION OF EMPLOYMENT**

1. Types of Termination
2. Required Notice Prior to Termination
3. Termination Procedures
4. COBRA
5. Severance pay for at-will employees

#### **SECTION 11: RECORD KEEPING**

1. General Policy
2. Confidentiality
3. Personnel Files - Requirements
4. Other Files - Requirements
5. Salary/Wage Requirements
6. Other Requirements

#### **SECTION 12: PERFORMANCE EVALUATIONS**

---

<sup>1</sup> Added 2021 after COVID19 Pandemic Experience

1. General Policy
2. Performance Plans
3. Performance Standards
4. Performance Ratings
5. Performance Periods
6. Confidentiality

### SECTION 13: EMPLOYMENT CLASSIFICATIONS AND COMPENSATION

1. General Policy
2. Employment Classifications
3. Employment Status
4. Work Week
5. Work Days
6. Work Hours
7. Attendance
8. Breaks and Lunch Periods
9. Compensatory Time Off
10. Overtime Pay
11. Time Sheets or Daily Logs
12. On-Call and Call-Out Pay
13. Pay Differential
14. Preparatory and Concluding Activities
15. Waiting Time

### SECTION 14: SALARY PLANNING

1. General Policy
2. Pay Plan Development and Allocation
3. Appointment
4. Merit Increase
5. Incentive/Performance Bonus
6. Selective Salary Adjustment
7. Promotion
8. Order of Salary Calculation
9. Reassignment
10. Reclassification
11. Demotion
12. Benefits

### SECTION 15: PAYROLL ADMINISTRATION

1. Pay Days
2. Minimum Wage/Salary
3. Pay Deductions

### SECTION 16: REIMBURSABLE EXPENSES

1. General Policy
2. Training and Conferences
3. Travel and Transportation Policy

#### SECTION 17: BENEFITS

1. Workers Compensation Insurance
2. Social Security/FICA
3. Insurance
4. Unemployment
5. Clothing Allowance
6. Tenure Based Award
7. Retirement System
8. Benefit Extension Program

#### SECTION 18: FAMILY AND MEDICAL LEAVE ACT

1. General Policy
2. Eligibility
3. Leave Options
4. Notice and Medical Certification Requirements
5. Benefits and Employment Status

#### SECTION 19: LEAVES OF ABSENCE

1. Absent Without Leave
2. Annual Vacation Leave
3. Sick Leave
4. Sick Leave Assistance
5. Bereavement Leave
6. Holiday Leave
7. Court or Jury Leave
8. Maternity Leave
9. Injury Leave
10. Emergency Leave
11. Military Leave
12. Administrative Leave With Pay
13. Leave Without Pay
14. Safety Leave
15. Documentation of Leave

#### SECTION 20: GENERAL SAFETY

1. General Policy
2. Proper Use of Price Municipal Corporation Equipment and Tools
3. Responsibility and Accounting for Safety
4. Chemical Hazardous Communication

#### SECTION 21: OSHA REQUIREMENTS

1. General Policy
2. Posting OSHA Notices
3. Inspection Procedures
4. Accident Reporting Procedures

## SECTION 22: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. General Policy
2. Supervisor Responsibilities

## SECTION 23: CONFINED SPACE ENTRY

1. General Policy
2. Requirements

## SECTION 24: EMERGENCY RESPONSE PLANNING

1. General Policy
2. Employee Emergency Notification
3. Natural Disaster Response Plan (Wind, Water, Fire, Earthquake)
4. Manmade Disaster Response Plan
5. Telephone Bomb Threats
6. Mail Letter and Package Bomb Threats

## SECTION 25: VEHICLE OPERATION

1. General Policy
2. Driver Qualification
3. Safety
4. Vehicle Operation, Care, and Maintenance
5. Use of Private Vehicles
6. Violation of Policy

## **SECTION 1: DEFINITION OF TERMS**

---

Unless the context requires otherwise, the terms used in these policies and procedures shall have the following meaning:

1. **ABSENT WITHOUT LEAVE:** Occurs when an employee does not report to work as scheduled and has no intention of returning to the job but does not notify Price Municipal Corporation of his or her intention to quit; also called JOB ABANDONMENT<sup>1</sup>.
2. **ACCIDENT REPORT FORM:** The official document that Price Municipal Corporation requires completion for reporting of workplace accidents<sup>2</sup>
3. **ADDITIONAL INSURED(S):** Refers to adding Price Municipal Corporation to the policy of a primary insurance person/entity Price Municipal Corporation may be conducting business with, by an endorsement to an insurance policy to provide insurance coverage to Price Municipal Corporation for claims arising out of the acts or omissions of the primary insureds<sup>3</sup>.
4. **ADMINISTRATIVE LEAVE WITH PAY:** Leave authorized by Price Municipal Corporation for an employee to be absent from the work place to perform authorized duties in connection to Price Municipal Corporation business<sup>4</sup>.
5. **ADMINISTRATOR:** a Council member (a member of the governing body), appointed by the Mayor and approved by the governing body with the designated authority in charge of those departments through the Department Head, for the purpose of expediting the operation of the department. The administrator reports to the Mayor. An alternate administrator may also be appointed on a permanent or ad-hoc basis to act as the administrator in his/her absence (10-3-811, Utah Code Annotated 1953).
6. **ACKNOWLEDGEMENT:** The signed and dated form that an employee of Price Municipal Corporation completes to verify that the individual employee has reviewed this Policy and Procedure Manual and has access to a copy of the Policy and Procedure Manual and any amendments thereto<sup>5</sup>.
7. **ADVERSE ACTION:** An action taken to attempt to prevent a person from

---

<sup>1</sup> Absent Without Leave added 2020.

<sup>2</sup> Accident Report Form added 2020.

<sup>3</sup> Additional Insured(s) added 2020.

<sup>4</sup> Administrative Leave with Pay added 2020.

<sup>5</sup> Acknowledgement added 2020.



- opposing a discriminatory practice or from participating in an employment discrimination proceeding<sup>6</sup>.
8. **AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA):** Protects workers age 40 and over by prohibiting discrimination against workers 40 and over in any employment or employment-related decision<sup>7</sup>.
  9. **ALCOHOL:** The intoxicating constituent of wine, beer, spirits, and other drinks<sup>8</sup>, Also see additional term definition in Section V.
  10. **AMERICANS WITH DISABILITIES ACT:** Forbids employment discrimination against people with disabilities<sup>9</sup>.
  11. **ANNIVERSARY DATE:** The date of the employee's first (1<sup>st</sup>) day on the job with Price Municipal Corporation<sup>10</sup>. Generally the date an annual performance evaluation is completed for the employee.
  12. **ANNUAL VACATION TIME:** Paid time off from work at Price Municipal Corporation earned by qualifying Price Municipal Corporation employees for their personal needs<sup>11</sup>.
  13. **APPLICANT [JOB]:** A person that makes formal application for employment at Price Municipal Corporation who has not received an conditional offer of employment<sup>12</sup>.
  14. **APPOINTING AUTHORITY:** An official or group of officials (both elected officials and/or employed staff) who have the authority to make appointments to positions in Price Municipal Corporation.
  15. **ATTENDANCE:** The action or state of being present at the employees Price Municipal Corporation station of work at the prescribed date/time<sup>13</sup>.
  16. **AT WILL:** A term used in U.S. labor law for contractual relationships in which an employee may be dismissed by an employer for any reason as long as the reason is not illegal. The employee may quit for any reason at any time as well. The employer and the employee are free to terminate the employment relationship

---

<sup>6</sup> Adverse Action added 2020.

<sup>7</sup> Age Discrimination Act of 1967(AEDA) added 2020.

<sup>8</sup> Alcohol added 2020.

<sup>9</sup> Americans with Disabilities Act added 2020.

<sup>10</sup> Anniversary Date added 2020.

<sup>11</sup> Annual Leave added 2020.

<sup>12</sup> Applicant [Job] added 2020.

<sup>13</sup> Attendance added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 2 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

at any time for any reason<sup>14</sup>.

17. **BENEFIT EXTENSION PROGRAM:** A Price Municipal Corporation program whereby an employee that has accumulated a minimum tenure of service years to Price Municipal Corporation may be eligible to privately purchase and participate in medical and dental coverage insurance, subject to conditions<sup>15</sup>.
18. **BEREAVEMENT LEAVE:** Paid leave which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined<sup>16</sup>.
19. **BI-WEEKLY:** Every other week on the same day of the week<sup>17</sup>.
20. **BOMB THREAT:** A threat to detonate an explosive or incendiary device to cause property damage, death, or injuries, whether or not such a device actually exists<sup>18</sup>.
21. **BONA FIDE OCCUPATIONAL QUALIFICATION (BFOQ):** Employment qualifications that are considered while making decisions about hiring and retention of employees. BFOQ's relate to essential job duties listed in job descriptions and are considered necessary for completion of the job identified<sup>19</sup>.
22. **BREAK:** An optional and compensated rest from the work day and work performed during a standard work day, twenty (20) minutes or less<sup>20</sup>.
23. **BULLYING:** Includes cyber-bullying. An intentional and malicious abuse of an individual, abusive words or deeds to discredit, discourage, harm the spirit, dignity, reputation, or integrity of an individual. May include lack of manners and common social graces as well as psychological or physical violence. May also include animosity and lack of respect for individual value and an attempt to control or intimidate an individual<sup>21</sup>. Also see **WORKPLACE BULLYING**.
24. **CALL OUT PAY:** A compensation premium paid by Price Municipal Corporation to employees who are called to work for Price Municipal Corporation, generally on an emergency basis, not during a standard work day or

---

<sup>14</sup> At Will added 2020.

<sup>15</sup> Benefit Extension Program added 2020.

<sup>16</sup> Bereavement Leave added 2020.

<sup>17</sup> Bi-Weekly added 2020.

<sup>18</sup> Bomb Threat added 2020.

<sup>19</sup> Bona Fide Occupational Qualifications added 2020.

<sup>20</sup> Break added 2020.

<sup>21</sup> Bullying added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **3** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

work shift period<sup>22</sup>.

25. **CITY MANAGEMENT:** Generally refers to the Department Heads of Price Municipal Corporation working to carry out the policy and direction of the elected officials<sup>23</sup>.
26. **CIVIL RIGHTS ACT OF 1964, TITLE VII:** Bars discrimination based on race, sex, color, religion or national origin. Remedies include back pay and reinstatement, where appropriate<sup>24</sup>.
27. **CIVIL RIGHTS ACT OF 1991:** Expands the definition of employment discrimination and allows courts to award compensatory and punitive damages to victims<sup>25</sup>.
28. **CLASSIFICATION:** The grouping of positions into classes based on the similarities of duties, responsibilities, accountability, working conditions, and know-how. Classifications include: full time; part time; variable, seasonal, volunteer, emergency, contract.
29. **CLOTHING ALLOWANCE:** A Price Municipal Corporation Program whereby a qualifying employee may receive a regular clothing allowance or uniforms provided by Price Municipal Corporation<sup>26</sup>.
30. **CLOTHING ALLOWANCE – STEEL TOED SHOES:** A Price Municipal Corporation program whereby qualifying employees that are required to wear steel toed safety shoes may be reimbursed a portion of the cost annually.
31. **COMMERCIAL DRIVER’S LICENSE (CDL):** A state-issued driver’s license specifically authorizing the operation of commercial vehicles and equipment such as dump trucks, tractor-trailer and heavy weight vehicles<sup>27</sup>.
32. **COMPENSATORY TIME:** Also called “comp time” is paid time off the job that is earned and accrued by an employee instead of immediate cash or overtime payment for working overtime hours. Payment of overtime or compensatory time is at the discretion of Price Municipal Corporation<sup>28</sup>.
33. **CONCERTED ACTIVITY:** Protected discussion among employees regarding

---

<sup>22</sup> Call Out Pay added 2020.

<sup>23</sup> City Management added 2020.

<sup>24</sup> Civil Rights Act of 1964, Title VII added 2020.

<sup>25</sup> Civil Rights Act of 1991 added 2020.

<sup>26</sup> Clothing Allowance and Clothing Allowance – Steel Toed Shoes added 2020.

<sup>27</sup> Commercial Driver’s License (CDL) added 2020.

<sup>28</sup> Compensatory Time added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 4 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- the terms and conditions of employment. Does not include disclosure of Price Municipal Corporation business, policies, procedures on social media or other public forums<sup>29</sup>.
34. **CONCLUDING AND PREPARATORY ACTIVITIES:** Time spent putting on or taking off safety gear or making deliveries for Price Municipal Corporation on the employee's way to or from work<sup>30</sup>.
35. **CONFIDENTIAL INFORMATION:** Information considered property of an individual or of Price Municipal Corporation and not generally made available to the public as an open public record. Information that may be considered protected under the Government Records Access Management Act (GRAMA) in the State of Utah.<sup>31</sup>
36. **CONFIDENTIALITY:** Maintaining a trust and the state of keeping personal or organizational information known because of Price Municipal Corporation secret or private<sup>32</sup>.
37. **CONFINED SPACE:** A confined space, as defined by OSHA, is made up of Three (3) main parts: (1) the space is large enough for an employee to enter and perform work; (2) the space has limited or restricted means for entry or exit; and (3) the space is not designed for continuous human occupancy<sup>33</sup>.
38. **CONFLICT OF INTEREST:** A situation in which a person may be in a position to derive personal benefit from actions or decisions made in their official Price Municipal Corporation capacity<sup>34</sup>.
39. **CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA):** Any employee, who is eligible for benefits, that is separated from employment by Price Municipal Corporation is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985. Requires employers to offer continued access to their health care plans, in certain circumstances, to employees and their families who lose health care coverage as the result of a qualifying event<sup>35</sup>.
40. **CONTROLLED SUBSTANCE:** A drug or chemical whose manufacture, possession, or use is regulated by a government, such as illicitly used drugs or

---

<sup>29</sup> Concerted Activity added 2021.

<sup>30</sup> Concluding and Preparatory Activities added 2020.

<sup>31</sup> Confidential Information added 2021.

<sup>32</sup> Confidentiality added 2020.

<sup>33</sup> Confined Space added 2020.

<sup>34</sup> Conflict of Interest added 2020.

<sup>35</sup> Clarified definition 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 5 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

prescription medications that are designated by law. Substances are classified according to schedules and consist primarily of potentially psychoactive substances<sup>36</sup>. Also see additional term definition in Section V.

41. **CONVERSION [OF MEDICAL HEALTH INSURANCE]:** The right of an employee of Price Municipal Corporation to continue to participate in the COBRA insurance program upon termination of employment with Price Municipal Corporation<sup>37</sup>.
42. **COURT-JURY LEAVE:** Paid time off without employee use of sick or vacation leave for service as a juror or witness<sup>38</sup>.
43. **COURT ORDERED COMMUNITY SERVICE.** A sentencing option for persons convicted of crimes in which the court orders the defendant to perform a number of hours of unpaid work for the benefit of the public. Community service is appropriate when it is reasonably designed to repair the harm caused by the offense<sup>39</sup>.
44. **COVERED INDIVIDUAL:** Individuals or groups of individuals that have opposed unlawful practices, participated in proceedings, or requested valid accommodations related to employment discrimination based on protected class status<sup>40</sup>.
45. **DAILY LOG:** A daily record of significant occurrences, incidents, and progress recorded and reported by a Price Municipal Corporation employee<sup>41</sup>.
46. **DANGEROUS WEAPON(S):** An instrument capable of inflicting death or serious bodily injury; or an object that is not an instrument capable of inflicting death or serious bodily injury but closely resembles such an instrument. Examples: firearms; knives with blades longer than three (3) inches; explosive items/devices; various tools.<sup>42</sup>
47. **DEFECTIVE EQUIPMENT:** Any type of mechanical or electronic equipment that is considered dangerous or unsafe to use<sup>43</sup>.
48. **DEMOTION:** Any movement of an employee from a position in a class having a

---

<sup>36</sup> Controlled Substance added 2020.

<sup>37</sup> Conversion [of Medical Health Insurance] added 2020.

<sup>38</sup> Court-Jury Leave added 2020.

<sup>39</sup> Court Ordered Community Service added 2020.

<sup>40</sup> Covered Individual added 2020.

<sup>41</sup> Daily Log added 2020.

<sup>42</sup> Dangerous Weapons added 2020.

<sup>43</sup> Defective Equipment added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 6 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

higher salary, grade, rank, status, or responsibility to one which is less.

49. **DEPARTMENT HEAD:** The Department Head is an individual employed and tasked to plan, organize, direct, and manage the day-to-day operations of a specific or multiple city services or functions via the Price Municipal Corporation departments. Generally supervises supervisors and employees and reports to the elected officials.
50. **DESIGNEE:** Refers to a person/individual who has been designated to perform some duty or carry out some specific role. It is the person who has been designated. This is also termed as designate<sup>44</sup>.
51. **DISCIPLINARY ACTION:** A process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists<sup>45</sup>.
52. **DISQUALIFICATION [OF JOB APPLICANT]:** The discontinuation of consideration of an applicant for a position for reasons not related to any protected class or status<sup>46</sup>.
53. **DISPARATE TREATMENT:** A way to prove illegal employment discrimination. An employee who makes a disparate treatment claim alleges that he or she was treated differently than other employees who were similarly situated, and that the difference was based on a protected characteristic or other prohibited or unlawful manner<sup>47</sup>.
  - a. **DISPARATE IMPACT:** Practices in employment that adversely affect one group of people of a protected characteristic more than another, even though rules applied by employers or landlords are formally neutral.
54. **DRIVERS LICENSE [UTAH]:** A document issued by the state of Utah authorizing the bearer to operate a motor vehicle<sup>48</sup>. See also COMMERCIAL DRIVER'S LICENSE (CDL).
  - a. Driver's License Endorsements: Provide additional driving privileges.
  - b. Driver's License Restrictions: Limits when a person may drive or requires that the individual meet specific conditions to drive.

---

<sup>44</sup> Designee added 2020.

<sup>45</sup> Disciplinary Action added 2020.

<sup>46</sup> Disqualification added 2020.

<sup>47</sup> Disparate Treatment and Disparate Impact added 2020.

<sup>48</sup> Driver's License added 2020.

- 55. DRIVER'S QUALIFICATION:** The standard set by Price Municipal Corporation, at its sole discretion, to determine eligibility of an employee or potential employee to use and operate motor vehicles and equipment owned by Price Municipal Corporation<sup>49</sup>.
- a. Acceptable: Driver/operator of Price Municipal Corporation vehicles or equipment does not pose a safety concern based on at-fault accidents and/or moving violations.
  - b. Borderline: Driver/operator of Price Municipal Corporation vehicles or equipment may present a safety concern based on at-fault accidents and/or moving violations.
  - c. Unacceptable: Driver/operator of Price Municipal Corporation vehicles or equipment poses a safety concern based on at-fault accidents and/or moving violation and may not be permitted to use or operate Price Municipal Corporation vehicles or equipment.

**56. DRUG FREE WORKPLACE ACT OF 1988:** Requires federal contractors and grantees to certify that they will provide drug-free workplaces<sup>50</sup>.

**57. DUTY CLASSIFICATION(S) – RETURN TO WORK:**

- a. Alternate or Alternate Duty: means Price Municipal Corporation may alter existing job duties or offer work within a different department/work group to fit within existing restrictions of a medical professional opinion for an employee to return to work after a workplace injury until healed.
- b. Light or Modified Duty: means Price Municipal Corporation may place an employee returning to work after a workplace injury in a less physically or mentally demanding job until healed and in compliance with any restriction(s) imposed by a medical professional.
- c. Restricted Duty: means job duties that are restricted from being attempted or completed by an employee returning to work after a workplace injury on the direct order of a medical professional.
- d. Transitional Duty: means temporary work that an employee may be offered until fully recovered from a workplace injury when returning to work and is temporary in nature. Must be in compliance with any restriction(s) ordered by a medical professional.

**58. EDUCATIONAL ASSISTANCE:** An optional program of Price Municipal

---

<sup>49</sup> Driver Qualification: Acceptable; Borderline; Unacceptable added 2020.

<sup>50</sup> Drug Free Workplace Act of 1988 added 2020.

- Corporation whereby an employee may, under certain circumstances, receive reimbursement from Price Municipal Corporation for educational costs<sup>51</sup>.
59. **E-VERIFY:** An electronic system operated by the federal government, allows an employer to determine the eligibility of an employee to work in the United States using information reported on that employee's Form I-9, Employment Eligibility Verification<sup>52</sup>.
60. **EMERGENCY EMPLOYEE:** An employee hired by Price City to address an emergent need, activity, task or situation only<sup>53</sup>.
61. **EMERGENCY LEAVE:** Paid leave limited to three (3) working days or less issued to qualifying employees for qualifying circumstances to accommodate Price Municipal Corporation or employee emergencies<sup>54</sup>.
62. **EMPLOYEE INFORMATION CHANGE/STATUS CHANGE FORM:** A form completed by an employee of Price Municipal Corporation requesting and authorizing a change to the information contained in the employee's personnel file and information<sup>55</sup>.
63. **EMPLOYEE POLYGRAPH PROTECTION ACT OF 1988:** Prohibits certain employers from subjecting prospective employees to lie detector tests<sup>56</sup>.
64. **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA):** Protects the interests of participants and their beneficiaries in employee benefit plans by establishing standards of conduct, responsibility and obligations for fiduciaries of employee benefit plans<sup>57</sup>.
65. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC).** Equal employment opportunity (EEO) means freedom from discrimination on the basis of protected classes such as race, color, sex, national origin, religion, age, disability, sexual preference or genetic information. The Equal Employment Opportunity Commission (EEOC) enforces federal laws that prohibit employment discrimination beginning with Title 7 of the Civil Rights Act of 1944<sup>58</sup>.

---

<sup>51</sup> Educational Assistance added 2020.

<sup>52</sup> E-Verify added 2020.

<sup>53</sup> Emergency Employee added 2020.

<sup>54</sup> Emergency Leave added 2020.

<sup>55</sup> Employee Information Change Form added 2020.

<sup>56</sup> Employee Polygraph Protection Act of 1988 added 2020.

<sup>57</sup> Employee Retirement Income Security Act added 2020.

<sup>58</sup> Equal employment opportunity (EEO) and Equal Employment Opportunity Commission (EEOC) added 2020.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 9 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



66. **ELECTED OFFICIAL:** The Mayor or a City Councilmember of Price Municipal Corporation currently holding office via the regular election process or appointment to fill a mid-term vacancy. Does not include members of the elected official's family.<sup>59</sup>
67. **EMERGENCY RESPONSE PLAN:** Refers to the planning for natural and manmade disaster emergency response by Price Municipal Corporation and its' employees<sup>60</sup>.
68. **EMPLOYEE:** A person holding a position in the public service of Price Municipal Corporation under appointment. Contract employees may not be designated as employees in determining eligibility to receive certain employee benefits.
69. **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA):** Protects the interests of retirement plan participants and their beneficiaries in employee benefit plans by establishing standards of conduct, responsibility and obligations for fiduciaries of employee benefit plans<sup>61</sup>.
70. **EQUAL PAY ACT:** Bars employers from paying one gender less than the other if they are working on jobs that require equal skill, effort and responsibility, and if those jobs are performed under similar working conditions<sup>62</sup>.
71. **ERGONOMIC(S):** Ergonomics is the science of designing the physical workplace, keeping in mind the capabilities and limitations of the worker. A workplace ergonomics improvement process removes risk factors that lead to musculoskeletal injuries and allows for improved human performance and productivity.<sup>63</sup>
72. **EXEMPT:** Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Law Statutes, shall be exempt from minimum wage and mandatory overtime payment regulations.
73. **EXIT INTERVIEW:** An interview held with an employee about to leave employment with Price Municipal Corporation, typically in order to discuss the employee's reasons for leaving and their experience of working for Price

---

<sup>59</sup> Definition of Elected Official added February 2019 to accommodate use of Price City passenger vehicles by elected officials.

<sup>60</sup> Emergency Response Plan added 2020.

<sup>61</sup> Employee Retirement Income Security Act of 1974 (ERISA) added 2020.

<sup>62</sup> Equal Pay Act added 2020.

<sup>63</sup> Ergonomics added 2021 in conjunction with remote working section.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **10** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

Municipal Corporation<sup>64</sup>.

74. **FAIR LABOR STANDARDS ACT (FLSA):** Provides guidelines on employment status, child labor, minimum wage, overtime pay, and record-keeping requirements. It determines which employees are exempt from the FLSA (not covered by it) and which are non-exempt (covered by the FLSA)<sup>65</sup>.
75. **FAMILY AND MEDICAL LEAVE ACT (FMLA):** Requires employers of fifty (50) or more employees to give employees up to twelve (12) weeks of unpaid leave per year when they have a new child in the family; have a serious health condition; or must care for an ill child, spouse, parent. Also allows covered employees to take two (2) types of military leave: qualifying exigency leave (subject to the same twelve (12) week limit) and military caregiver leave (up to twenty-six (26) weeks in one year)<sup>66</sup>.
76. **FEDERAL DRUG FREE WORKPLACE ACT OF 1988.** An act of the United States which requires some federal contractors and all federal grantees to agree that they will provide drug-free workplaces as a precondition of receiving a contract or grant from a Federal agency<sup>67</sup>. Price Municipal Corporation subscribes to the provisions of the act.
77. **FITNESS FOR DUTY [REPORT OR CERTIFICATION]:** A report or certification from the employee's health care provider that certifies that the employee is able to resume work at Price Municipal Corporation from an accident or illness and complete the Bona Fide Occupational Qualifications and duties outlined in the respective job description with or without restrictions<sup>68</sup>.
78. **FRATERNIZATION:** a relationship that falls outside of normal work-related interactions and communications, which is usually (but not necessarily) romantic or sexual in nature<sup>69</sup>.
79. **FULL-TIME EMPLOYEE:** An employee hired for an indefinite period of time in a position for which the normal work schedule is forty (40) hours per week.
80. **GARDEN LEAVE:** Optional leave that may be allowed by Price Municipal Corporation authorizing a qualifying and terminating employee to forgo attending work and be paid out the final days of scheduled work during the employee's

---

<sup>64</sup> Exit Interview added 2020.

<sup>65</sup> Fair Labor Standards Act (FLSA) added 2020.

<sup>66</sup> Family and Medical Leave Act (FMLA) added 2020.

<sup>67</sup> Federal Drug Free Workplace Act of 1988 added 2020.

<sup>68</sup> Fitness for Duty [Report or Certification] added 2020.

<sup>69</sup> Fraternalization added 2020.

- resignation/termination period<sup>70</sup>.
81. **GARNISHMENT:** A court order directing that money be withheld from the pay of an employee of Price Municipal Corporation and paid to the court or to a third party to satisfy a debt owed by the employee to a plaintiff creditor<sup>71</sup>.
  82. **GARRITY [RIGHTS, IMMUNITY]:** Garrity rights protect public sector employees from being compelled to incriminate themselves during an investigatory interview or process conducted by the employer – in this case Price Municipal Corporation. For public employees, the employer is the government itself, if being questioned by the employer they are being questioned by the government. Garrity immunity is based on the 5<sup>th</sup> Amendment protection against self-incrimination in a criminal prosecution and employment action. Statements made or taken by other employees may be used in a criminal prosecution or employment action against the subject employee.<sup>72</sup>
  83. **GENERAL APTITUDE TEST BATTERY (GATB):** The **General** Aptitude Test Battery (GATB) is a work-related cognitive test developed by the U.S. Employment Service (USES), a division of the Department of Labor. It has been extensively used to study the relationship between cognitive abilities, primarily general intelligence, and job performance<sup>73</sup>.
  84. **GENERAL LIABILITY INSURANCE [COVERAGE]:** A standard insurance policy purchased by Price Municipal Corporation to protect itself against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations; and personal injury (PI) liability as well as other risks<sup>74</sup>.
  85. **GENETIC INFORMATION NON-DISCRIMINATION ACT (GINA):** Bars employers from discriminating against employees based on their genetic information<sup>75</sup>.
  86. **GOALS AND GOAL SETTING:** The process of identifying certain objectives, guidelines and ways which can help the employees to understand Price Municipal Corporation goals and how employees should approach their work. Goals should be specific, measurable, achievable, realistic, and time bound<sup>76</sup>. Define in broad

---

<sup>70</sup> Garden Leave added 2020.

<sup>71</sup> Garnishment added 2020.

<sup>72</sup> Garrity added 2020 based upon recommendation of Utah Local Governments Trust during training session on 4-16-20.

<sup>73</sup> General Aptitude Test Battery (GATB) added 2020.

<sup>74</sup> General Liability Insurance [Coverage] added 2020.

<sup>75</sup> Genetic Information Non-Discrimination Act (GINA) added 2020.

<sup>76</sup> Goals and Goal Setting added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **12** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

terms the underlying purpose of a given activity or set of activities.

- 87. GOOD STANDING [EMPLOYEE]:** An employee of Price Municipal Corporation is considered to be in good standing when the employee has no recent or active formal discipline matters, no recent or active performance improvement plans or other disciplinary documentation or communication.<sup>77</sup>
- 88. GOVERNMENT RECORDS MANAGEMENT ACT (GRMA):** A series of laws designed to guarantee that the public has access to public records of government bodies at all levels in Utah<sup>78</sup>.
- 89. GRADE:** All classes placed in the same salary grade come within the same salary range or wage rates.
- 90. GRIEVANCE:** A claim by an employee that he or she is adversely affected by the misinterpretation or misapplication of a written company policy by another employee or official of Price Municipal Corporation<sup>79</sup>.
- 91. HARASSMENT:** A course of conduct which annoys, threatens, intimidates, alarms, or puts a person in fear of their safety. Harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends the victim and results in a hostile environment for the victim. Harassing behavior may include, but is not limited to, epithets, derogatory comments or slurs and lewd propositions, assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement, and visual insults, such as derogatory posters or cartoons<sup>80</sup>.
- 92. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA):** The Health Insurance Portability and Accountability Act established a national standard to be used in all doctors' offices, hospitals and other businesses where personal medical information is stored. Establishes standards for privacy of individually identifiable Protected Health Information (PHI)<sup>81</sup>.
- 93. HIRING MANAGER:** The Price Municipal Corporation department supervisor or Department Head that initiates, authorizes and arranges the hiring of an employee to work in a department. The supervisor of the hired employee<sup>82</sup>.
- 94. HOLD HARMLESS AGREEMENT:** A legal agreement that states that one

---

<sup>77</sup> Good Standing [employee] added 2020, particular in reference to authorization for remote work.

<sup>78</sup> Government Records Management Act (GRMA) added 2020.

<sup>79</sup> Grievance added 2020.

<sup>80</sup> Harassment – general definition – added 2020.

<sup>81</sup> Health Insurance Portability and Accountability Act (HIPPA) added 2020.

<sup>82</sup> Hiring Manager added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 13 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

party will not hold another party liable for risk, often physical risk or damage. In the context of Price Municipal Corporation business, the agreement specifies that Price Municipal Corporation shall be held harmless from contractor caused losses or liabilities<sup>83</sup>.

95. **HOLIDAY LEAVE:** Specific days, identified by Price Municipal Corporation at its option, to be paid days off for qualifying employees<sup>84</sup>.

a. **PERSONAL CHOICE HOLIDAY:** Variable/random paid day(s) away from work that Price Municipal Corporation allows employees to use during the work year.

96. **IMMEDIATE FAMILY:** Immediate family for the purpose of this policy is defined as: husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild.

97. **IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA):** Prohibits the employment of individuals who are not legally authorized to work in the United States or in an employment classification that they are not authorized to fill<sup>85</sup>.

98. **INCOMPETENCE:** Inadequate for or unsuited to a particular purpose or application.

99. **INTRODUCTORY PERIOD:** An introductory period is period of time established by Price Municipal Corporation after the hire of an employee during which Price Municipal Corporation and the new employee evaluate whether a successful employment relationship may be created. During this period the employer determines whether the employee has the skills and other qualifications needed to succeed. The employee uses the period to evaluate whether he or she is a good match for the position and the company. The introductory period(s) at Price Municipal Corporation usually may generally last between six (6) months and twelve (12) months from the date of hire<sup>86</sup>.

100. **IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA).** Prohibits the employment of individuals who are not legally authorized to work in the United States or in an employment classification that they are not authorized to fill<sup>87</sup>.

---

<sup>83</sup> Hold Harmless agreement added 2020.

<sup>84</sup> Holiday Leave and Personal Choice Holiday added 2020.

<sup>85</sup> Immigration Reform and Control Act of 1986 (IRCA) added 2020.

<sup>86</sup> Introductory Period added 2020.

<sup>87</sup> Immigration Reform and Control Act of 1986 (IRCA) added 2020.

101. **IMPAIRED PERFORMANCE:** When an employee's ability to compete job functions and activities has been degraded, impacted or seriously impaired primarily due to use of alcohol or drugs, but may also be due to illness, injury, bereavement or other critical personal circumstances<sup>88</sup>.
102. **INCOMPETENCE:** Denotes the inability of an employee of Price Municipal Corporation to complete a job, task or other workplace requirement to a satisfactory standard<sup>89</sup>.
103. **INDEMNITY PROVISION CONTRACT:** A contract under which one party (or both parties) commit to compensate the other (or each other) for any harm, liability, or loss arising out of the contract; in this context Price Municipal Corporation will typically be one of the parties to the contract<sup>90</sup>.
104. **INDUSTRIAL COMMISSION:** The state agency responsible for: Regulating workers' compensation activities in Utah, including companies licensed to issue workers' compensation policies. The industrial commission ensures that employers have workers' compensation coverage as required by law<sup>91</sup>.
105. **INJURY LEAVE:** When an employee is absent from work at Price Municipal Corporation due to an injury or illness acquired/sustained while working on behalf of Price Municipal Corporation<sup>92</sup>.
106. **IN LOCO PARENTIS:** A Latin term meaning instead of a natural parent or in place of a natural parent. Refers to a person or entity that is standing in the role of a natural parent.<sup>93</sup>
107. **INSUBORDINATION:** Failure or refusal to recognize or submit to the authority of a superior.
108. **INVESTIGATION:** The process and act of researching an issue between or with employees and or Price Municipal Corporation<sup>94</sup>.
109. **INVOLUNTARY TERMINATION:** The respective supervisor or Department Head may conclude that an employee should be involuntarily

---

<sup>88</sup> Impaired Performance added 2020.

<sup>89</sup> Incompetence added 2020.

<sup>90</sup> Indemnity Provision Contract 2020.

<sup>91</sup> Industrial Commission added 2020.

<sup>92</sup> Injury Leave added 2020.

<sup>93</sup> In Loco Parentis added 2020.

<sup>94</sup> Investigation added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **15** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

terminated (against the position of the employee) for no reason or for cause.

110. **IRS MILEAGE RATE:** The standard mileage rate used to calculate the reimbursement amount for operating a personal automobile for business on behalf of Price Municipal Corporation<sup>95</sup>.
111. **JOB ABANDONMENT:** Job abandonment occurs when an employee does not report to work as scheduled and has no intention of returning to the job but does not notify the employer of his or her intention to quit. Price Municipal Corporation considers an employee not reporting to work for a period of three (3) consecutive days as job abandonment<sup>96</sup>.
112. **JOB ACCOMMODATION NETWORK (JAN):** An association that provides information and technical assistance to employers regarding issues of ADA, accommodation, avoiding retaliation and types of disabilities covered by the ADA<sup>97</sup>.
113. **JOB DESCRIPTION:** A written description consisting of a title, a definition, examples of duties, and minimum qualifications required as approved by the Mayor and City Council. A job description gives an employee a clear and concise resource to be used as a guide for job performance. A supervisor may use a job description as a measuring tool to ensure an employee is meeting job expectations<sup>98</sup>.
114. **JOB OFFER [LETTER]:** An offer of employment made to an applicant for a job with Price Municipal Corporation that is conditional upon completion of any General Aptitude Battery Testing (GABT) or other post-offer, pre-work compliance/testing such as, but not limited to background checks, credit checks, motor vehicle record checks or drug screening<sup>99</sup>.
115. **KNOWINGLY AND VOLUNTARY:** Consciously or with knowledge or complete understanding of the facts or circumstances and done, given, or acting of one's own free will<sup>100</sup>.
116. **LEAD PERSON:** An experienced employee within a department that is not the actual supervisor or Department Head, but has been assigned work crew leadership responsibilities by the supervisor or Department Head<sup>101</sup>.

---

<sup>95</sup> IRS Mileage Rate added 2020.

<sup>96</sup> Job Abandonment added 2020.

<sup>97</sup> Job Accommodation Network (JAN) added 2020.

<sup>98</sup> Updated Job Description definition 2020.

<sup>99</sup> Job Offer and Job Offer Letter added 2020.

<sup>100</sup> Knowingly and Voluntary added 2020.

<sup>101</sup> Lead Person added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **16** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

117. **LEAVE WITHOUT PAY:** Leave from work granted to a qualifying employee at the option of Price Municipal Corporation without pay from Price Municipal Corporation for a qualifying or disciplinary purpose<sup>102</sup>.
118. **LICENSING [PROPER]:** The obtainment of a credential or other form of competency from a relevant and respective authority or issuing entity relating to operation of vehicles, machinery, equipment or other workplace items<sup>103</sup>.
119. **LILLY LEDBETTER FAIR PAY ACT:** A law enacted by Congress on Jan. 29, 2009, that bolstered worker protections against pay discrimination. The act allows individuals who face pay discrimination to seek rectification under federal anti-discrimination laws<sup>104</sup>. Removed a one-hundred eighty (180) to three hundred (300) day limit to file a lawsuit.
120. **LAYOFF (ALSO REDUCTION IN FORCE):** A temporary or permanent separation from employment generally due to lack of work or lack of funds<sup>105</sup>.
121. **LOCAL TRAVEL ALLOWANCE:** An amount paid to an employee of Price Municipal Corporation to compensate for local, regular use of the employees' private vehicle in the conduct of Price Municipal Corporation business<sup>106</sup>.
122. **LOOKBACK PERIOD:** The time-frame in which Price Municipal Corporation may 'look back' into an employee's or potential employees driving record<sup>107</sup>.
123. **LUNCH/MEAL PERIOD:** A one (1) hour or less unpaid time for employees to eat a meal during a standard work day. Employee's must not complete any Price Municipal Corporation work while on an unpaid lunch/meal break<sup>108</sup>.
124. **MALFEASANCE:** Misconduct or wrongdoing, especially by a public official.
125. **MANAGEMENT:** Includes all employees charged with administering a

---

<sup>102</sup> Leave Without Pay added 2020.

<sup>103</sup> Licensing [Proper] added 2020.

<sup>104</sup> Lily Ledbetter Fair Pay Act added 2020.

<sup>105</sup> Layoff added 2020.

<sup>106</sup> Local Travel Allowance added 2020.

<sup>107</sup> Lookback Period added 2020.

<sup>108</sup> Lunch/Meal Break added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 17 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



Price Municipal Corporation Department or program and who report to the Mayor.

126. **MANMADE DISASTER:** Is disaster resulting from man-made hazards as opposed to natural disasters resulting from natural hazards and involves an element of human intent, negligence, or error; or involving a failure of a man-made system<sup>109</sup>.
127. **MASS LAYOFF:** See WARN Act. A reduction in force that is (1) not the result of a business closing, but (2) leads to an employment loss at the employment site of 500 or more employees during a 30-day period, or a loss of 50-499 employees if they make up at least 33% of the employer's active workforce<sup>110</sup>.
128. **MATERNITY LEAVE:** A period of approved absence from work at Price Municipal Corporation for a parent granted for the purpose of giving birth and taking care of infant children<sup>111</sup>.
129. **MEDICAL HEALTH INSURANCE:** A type of insurance coverage that pays for medical and surgical expenses incurred by the insured. Health insurance can reimburse the insured for expenses incurred from illness or injury, or pay the care provider directly<sup>112</sup>.
130. **MERIT PAY/MERIT INCREASE:** Merit pay is pay-for-performance; a merit increase is a raise in pay based on a set of criteria set by Price Municipal Corporation. Merit pay increases generally are provided following a successful annual employment review on the anniversary date of the employee<sup>113</sup>.
131. **MIDPOINT:** The middle of a pay range for each pay grade in the Price Municipal Corporation compensation system<sup>114</sup>.
132. **MILEAGE REIMBURSEMENT:** The refund of the mileage costs associated with the use an employees' private vehicle for Price Municipal Corporation business purposes<sup>115</sup>.
133. **MILITARY LEAVE:** Employment leave by an employee that is not a public officer from Price Municipal Corporation pursuant to military orders to

---

<sup>109</sup> Manmade Disaster added 2020.

<sup>110</sup> Mass Layoff added 2020.

<sup>111</sup> Maternity Leave added 2020.

<sup>112</sup> Medical Health Insurance added 2020.

<sup>113</sup> Merit Pay and Merit Increase added 2020.

<sup>114</sup> Midpoint added 2020.

<sup>115</sup> Mileage Reimbursement added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **18** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

enter active duty, active duty for training, inactive duty training or, state active duty<sup>116</sup>.

134. **MINOR:** A minor is a person who does not have the legal rights of an adult. A minor is usually defined as someone who has not yet reached the age of majority, age eighteen (18) in Utah and for purposes of this policy and Price Municipal Corporation.<sup>117</sup>
135. **MISCONDUCT:** Behavior not conforming to prevailing standards, policies and procedures, or laws.
136. **MISFEASANCE:** Improper and unlawful execution of an act that in itself is lawful and proper.
137. **MODIFIED TRANSITIONAL DUTY:** Alternate duty arranged and authorized by Price Municipal Corporation to assist employees return to work after the occurrence of a workplace injury or illness. Modified Transitional Duty may take one or more of the following forms<sup>118</sup>:
- a. Alternate or Alternative Duty: may alter existing job duties or offer work within a different department/work group to fit within the restrictions of a medical professional for an employee returning to work after an injury until healed.
  - b. Light or Modified Duty: may place an employee returning to work after an injury in a less physically or mentally demanding job until healed and in compliance with any restrictions imposed by a medical professional.
  - c. Restricted Duty: job duties that are restricted from being attempted or completed by an employee returning to work after an injury on the direct order of a medical professional.
  - d. Transitional Duty: temporary work that an employee may be offered until fully recovered from an injury when returning to work and is temporary in nature. Must be in compliance with any restrictions ordered by a medical professional.
138. **MOTOR VEHICLE RECORD (MVR):** A Motor Vehicle Record (MVR) is a report of an individual persons driving history, as reported from the state Department of Motor Vehicles. Information on this report may include Drivers' License information, point history, violations, convictions, and license status for the driving record<sup>119</sup>.

---

<sup>116</sup> Military Leave added 2020.

<sup>117</sup> Minor added 2020.

<sup>118</sup> Modified Transitional Duty and classification thereof added 2020.

<sup>119</sup> Motor Vehicle Record added 2020.

139. **NATURAL DISASTER:** A natural event such as a flood, earthquake, or other natural calamity that causes great damage or loss of life<sup>120</sup>.
140. **NEGLIGENCE:** A negligent act or a failure to act. Failure to exercise the degree of care considered reasonable under the circumstances, resulting in an unintended injury to another party.
141. **NEGLIGENT RETENTION:** Keeping an employee of Price Municipal Corporation employed or engaged who is known, or reasonably known, to pose a safety threat to themselves, other employees or the public<sup>121</sup>.
142. **NEGLIGENT SUPERVISION:** When an employee of Price Municipal Corporation injures themselves, other employees or the public based in part or in full on the employee being improperly trained or supervised<sup>122</sup>.
143. **NEPOTISM:** Favoritism shown or patronage granted to relatives or favoritism shown to relatives by individuals in a position of authority<sup>123</sup>.
144. **NON CITY EMPLOYEE:** An individual that is not an employee of Price Municipal Corporation<sup>124</sup>.
145. **NON-EXEMPT:** Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Law Statutes and which are covered by provisions for minimum wage and mandatory overtime payment regulations.
146. **NON-FEASANCE:** Failure, omission or neglect to perform an act that is either an official duty or a legal requirement.
147. **OBJECTIVE:** Specify what should be achieved during an employee's employment with Price Municipal Corporation, a procedural step that contributes to an employee's achievement of his or her goals<sup>125</sup>.
148. **OCCUPATIONAL SAFETY AND HEALTH ACT [ADMINISTRATION] (OSHA):** Regulates safety practices and hazards in the workplace. Congress created the Occupational Safety and Health Administration (OSHA) to assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach,

---

<sup>120</sup> Natural Disaster added 2020.

<sup>121</sup> Negligent Retention added 2020.

<sup>122</sup> Negligent Supervision added 2020.

<sup>123</sup> Updated Nepotism definition 2020.

<sup>124</sup> Non-City Employee added 2020.

<sup>125</sup> Objective added 2020.

education and assistance<sup>126</sup>.

- a. OSHA Notice: A written letter or other notification received by Price Municipal Corporation from OSHA. Typically must be posted in a conspicuous place in the work area.
- b. OSHA Inspector: Also called compliance safety and health officers, are experienced, well-trained industrial hygienists and safety professionals whose goal is to assure compliance with OSHA requirements and help employers and workers reduce on-the-job hazards and prevent injuries, illnesses, and deaths in the workplace.
- c. OSHA General Duty Clause: Each employer shall furnish to each employee employment and a place of employment which is free from recognized hazards that are causing or likely to cause serious injury or death.<sup>127</sup>

149. **OFFICIAL:** Any elected or appointed Price Municipal Corporation officer authorized by Price Municipal Corporation or State Statute to exercise certain powers and make management decisions affecting delivery of Price Municipal Corporation services or personnel administration.

150. **OLD AGE, SURVIVORS, AND DISABILITY INSURANCE PROGRAM (OASDI) [SOCIAL SECURITY]:** Also known as Social Security, is a federal program that provides income and health insurance to retired people, the disabled, the poor and other groups<sup>128</sup>.

151. **OLDER WORKERS BENEFIT PROTECTION ACT:** Requires that employers seeking waivers or releases from employees concerning their AEDA rights must reach an agreement with the worker that meets the “knowing and voluntary” standard. Also stipulates guidelines for early retirement incentive plans<sup>129</sup>.

152. **ON DUTY – OFF DUTY:** Engaged (or not engaged) in one's regular work at Price Municipal Corporation<sup>130</sup>.

153. **OPPOSITION:** A potential form of unlawful discrimination wherein an employee informs an employer that a practice being engaged in by employees or the employer is prohibited discrimination. Opposition is protected from retaliation<sup>131</sup>.

---

<sup>126</sup> Occupational Health and Safety Act [Administration]; OSHA Notice; OSHA Inspector added 2020.

<sup>127</sup> OSHA General Duty Clause added 2021.

<sup>128</sup> Old Age, Survivors, and Disability Insurance Program (OASDI) [Social Security] added 2020.

<sup>129</sup> Older Workers Benefits Protection Act added 2020.

<sup>130</sup> On Duty – Off Duty added 2020.

<sup>131</sup> Opposition added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 21 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

154. **OUTSIDE ACTIVITY:** An Outside Activity is just what the name implies. Outside: It is outside of, or not related to Price Municipal Corporation official work. It is done outside of the Price Municipal Corporation work area, using the employee's own or the outside entity's resources, not Price Municipal Corporation resources<sup>132</sup>.
155. **OUTSIDE EDUCATIONAL COURSE:** Any voluntary course of study taken outside the normal work shift which is directly related to an employee's work at Price Municipal Corporation and which will ultimately improve the employee's effectiveness on the job, but which is not a requirement for the job.
156. **OVERTIME:** Non-exempt employees must be paid time and a half for any hours worked more than 40 in a workweek. Compensatory time may be substituted for overtime<sup>133</sup>.
157. **PART-TIME EMPLOYEE:** An employee hired for an indefinite period in a position for which the normal work schedule is generally less than twenty-nine (29) hours<sup>134</sup> per week and always less than forty (40) hours per week.
158. **PAY DIFFERENTIAL:** The compensation premium paid for work performed when at least four (4) hours of a regular scheduled work shift at Price Municipal Corporation occur between the time of 10:00pm through 5:00am<sup>135</sup>.
159. **PAYROLL DEDUCTIONS:** Deductions from Price Municipal Corporation employee payroll include:
- a. Mandatory: Social Security, Federal Tax, State Tax
  - b. Optional: Credit union loans; credit union savings; union dues; group life insurance, hospitalization, major medical insurance, pension fund, savings plan.
160. **PER DIEM:** A set daily rate that Price Municipal Corporation may provide to cover expenses such as the cost of food when an employee is away from home and/or the cost of a night's stay in a hotel<sup>136</sup>.
161. **PERFORMANCE BONUS:** A form of additional compensation paid to an employee as a reward for achieving specific goals or in recognition of personal contribution to Price Municipal Corporation<sup>137</sup>.

---

<sup>132</sup> Outside Activity added 2020.

<sup>133</sup> Overtime added 2020.

<sup>134</sup> Clarified 29 hour or less part time employment practice 2020.

<sup>135</sup> Pay Differential added 2020.

<sup>136</sup> Per-Diem added 2020.

<sup>137</sup> Performance Bonus added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 22 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

162. **PERFORMANCE EVALUATION(S):** A constructive process to acknowledge the performance of an employee of Price Municipal Corporation. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance evaluation is not in and of itself a disciplinary procedure<sup>138</sup>.
163. **PERFORMANCE PLAN:** A written plan completed between supervisors and employees that jointly identifies and defines both and goals and objectives for the next performance evaluation period and compares performance and progress against expectations<sup>139</sup>.
164. **PERFORMANCE STANDARD:** The minimum acceptable employee performance required to maintain employment at Price Municipal Corporation<sup>140</sup>.
165. **PERSONAL VEHICLE:** A vehicle used by an employee of Price Municipal Corporation in the conduct of Price Municipal Corporation business that is not owned by Price Municipal Corporation, generally owned by the employee using the vehicle<sup>141</sup>.
166. **PERSONNEL FILES & RECORDS:** Are records pertaining to employees of Price Municipal Corporation. These records are accumulated, factual and comprehensive information related to the employer-employee relationship. All information with effect to human resources in the organization are kept in a systematic order<sup>142</sup>.
167. **POLICIES:** Policies are the philosophies of management, and state the intent of management in broad, general terms. Policies tell department personnel how to go about performing their duties. Policies are flexible and permit justifiable exceptions. Policy is subject to change at any time a better guideline is discovered. Policy should state in broad terms what is to be done by employees. It sets limits of discretion. A policy statement deals with the principles and values that guide the performance of activities.
168. **POLICY AND/OR POLICY AND PROCEDURE [MANUAL]:** The statements made in this manual and the manual itself. This manual in its entirety including all revisions from time-to time. Consists of a text that details aspect of company policy, the procedures for following those policies and the forms needed to complete each process. The Price Municipal Corporation policies

---

<sup>138</sup> Performance Evaluation added 2020.

<sup>139</sup> Performance Plans added 2020.

<sup>140</sup> Performance Standard added 2020.

<sup>141</sup> Personal Vehicle added 2020.

<sup>142</sup> Personnel Files and Records added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **23** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

and procedures manual is a reference tool for managers and supervisors<sup>143</sup>.

169. **POLITICAL ACTIVITY:** Refers to activities in support of or against a. political party, candidate, group/association or agenda-for example, actively discussing or promoting a. political candidate, party or idea<sup>144</sup>.
170. **PORTAL TO PORTAL ACT OF 1947:** Defines the general rules for hours worked based on the time an employee is required to be on the employer's premises, on duty, or at a prescribed workplace. Includes on-call time, stand by time, preparatory and concluding time, waiting time, travel time and training time<sup>145</sup>.
171. **POSITIVE TEST:** Any test result showing a blood alcohol content (BAC) of 0.02 or greater or exceeding the legal limit for operation of vehicles/equipment by the State of Utah or the presence of any controlled substances in excess of the recommended therapeutic level in the test subject<sup>146</sup>. See Section V definition also.
172. **POST ACCIDENT TESTING:** The performance of a drug and/or alcohol test on a Price Municipal Corporation employee involved in accidents occurring during work time or on Price Municipal Corporation property and in compliance with the conditions in Section V<sup>147</sup>.
173. **PREGNANCY DISCRIMINATION ACT:** Prohibits discrimination against an employee or applicant based on pregnancy, childbirth and related medical conditions<sup>148</sup>.
174. **PREPARATORY AND CONCLUDING ACTIVITIES:** Time spent putting on or taking off safety gear or making deliveries for Price Municipal Corporation on the employee's way to or from work<sup>149</sup>.
175. **PRICE CITY LIMITS:** The demarcation boundary line that separates the incorporated boundaries of Price Municipal Corporation from the unincorporated area of Carbon County, Utah<sup>150</sup>.
176. **PRICE MUNICIPAL CORPORATION:** Price Municipal Corporation

---

<sup>143</sup> Policy and Procedure Manual added 2020.

<sup>144</sup> Political Activity added 2020.

<sup>145</sup> Portal to Portal Act of 1947 added 2020.

<sup>146</sup> Positive Test added 2020.

<sup>147</sup> Post-Accident Testing added 2020.

<sup>148</sup> Pregnancy Discrimination Act added 2020.

<sup>149</sup> Preparatory and Concluding Activities added 2020.

<sup>150</sup> Price City Limits added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **24** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- is the incorporated unit of local political subdivision of government commonly known as Price City, the company that is led by elected officials and managed by employees to deliver services to the community<sup>151</sup>.
177. **PRIVATE VEHICLE:** Any vehicle, other than a Price Municipal Corporation owned, leased or rented vehicle that is used on Price Municipal Corporation business by an employee<sup>152</sup>.
178. **PRIVILEGED INFORMATION:** Pertains to the rule of evidence in legal situations, certain subject matters are privileged, and cannot be inquired into in any way. Such privileged information is not subject to disclosure or discovery and cannot be asked about in testimony<sup>153</sup>.
179. **PROCEDURE:** A set of established steps taken to accomplish a specific task.
180. **PROMOTION:** Any movement of an employee from a position to a grade having a higher salary rate or grade. May be referred to as a ‘career ladder’.
181. **PROTECTED ACTIVITY:** Activities that include the opposition to a practice believed to be unlawful discrimination based on a reasonable, good faith belief that the practice in question violates antidiscrimination law and the manner of opposition is reasonable. May also include requesting valid reasonable accommodation based on religion or disability<sup>154</sup>.
182. **PROTECTED CLASS(ES):** Initially established by Title VII the Civil Rights Act of 1964. The classes of individuals that are illegal to discriminate against, including: race, color, religion, gender, pregnancy, or national origin. Amended to include pregnancy, age, sexual orientation<sup>155</sup>.
183. **PUBLIC OFFICIAL.** Anyone in a position of official authority at Price Municipal Corporation who holds a legislative, administrative, or judicial position of any kind, whether appointed or elected<sup>156</sup>.
184. **PUBLIC PROPRETY:** Price Municipal Corporation public property is any real or personal property acquired with tax, grant or governmental funds of or from any source. Property owned, held, controlled or managed by Price Municipal Corporation remains the property of Price Municipal Corporation at all

---

<sup>151</sup> Price Municipal Corporation added 2020.

<sup>152</sup> Private Vehicle added 2020.

<sup>153</sup> Privileged Information added 2020.

<sup>154</sup> Protected Activity added 2020.

<sup>155</sup> Protected Class(es) added 2020.

<sup>156</sup> Public Official added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **25** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



times and the privilege to use Price Municipal Corporation property may be revoked at any time. Any authorization for personal use of Price Municipal Corporation property does not create any employee right to use the property and does not create an expectation of privacy while using Price Municipal Corporation public property<sup>157</sup>.

185. **PUBLIC SAFETY [EMPLOYEES]:** Employee's engaged in public safety activities such as law enforcement and fire protection<sup>158</sup>.
186. **PUNCH IN/PUNCH OUT:** The act of an employee marking a time sheet or time card with the time the employee began a work shift and ended a work shift at Price Municipal Corporation<sup>159</sup>.
187. **QIWD:** Qualified Individual [for a position of employment] With or Without a Disability.<sup>160</sup>
188. **RANDOM TESTING:** Means a method of selection of employees for testing (drug, alcohol or other work performance indicative testing), performed by an outside third party that selects those individuals tested in an unplanned way, without any predetermined direction, purpose or method<sup>161</sup>.
189. **RATER BIAS:** When people evaluate someone or something, all their evaluations reflect the person being assessed and the personal biases of the person who is conducting the evaluation. Bias when becomes bigger and bigger, it results in the employee evaluation being general, vague and abstract<sup>162</sup>.
190. **RATING [OF EMPLOYEES]:** The performance ranking of Price Municipal Corporation employee's, generally during a formal performance review process, against established standards.
- a. Unsatisfactory: Employee performance fails to meet the minimum requirements of the position.
  - b. Marginal: Employee performance does not meet all the requirements of the position.
  - c. Satisfactory: Employee performance meets all requirements of the position.
  - d. Good: Employee performance exceeds all requirements of the position.
  - e. Exceptional: Employee performance consistently exceeds all

---

<sup>157</sup> Public Property added 2020 to clarify compliance with 2019 HB 163.

<sup>158</sup> Public Safety ([Employees] added 2020.

<sup>159</sup> Punch In/Punch Out added 2020.

<sup>160</sup> QIWD added 2021 to confirm job descriptions reflect ADA compliance.

<sup>161</sup> Random Testing added 2020.

<sup>162</sup> Rater Bias added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 26 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

requirements of the position.<sup>163</sup>.

191. **REASONABLE ACCOMMODATION:** Any modification or adjustment to a job, an employment practice or the work environment that makes it possible for an individual with a disability to enjoy equal employment opportunity<sup>164</sup>.
192. **REASONABLE PERSON [STANDARD]:** The reasonable person standard aims to avoid the potential for parties to claim they suffered harassment when most people would not find such instances offensive if they themselves were the subject of such acts. To determine whether harassment is sufficiently severe or pervasive to create a hostile [work] environment, the harasser's conduct should be evaluated from the objective standpoint of a reasonable person<sup>165</sup>. A reasonable person is an ordinary, prudent person who normally exercises due care while avoiding extremes of both audacity and caution. The reasonable person standard denotes a hypothetical person in society who exercises average care, skill, and judgment in conduct and serves as a comparative standard for determining liability.
193. **REASONABLE SUSPICION:** When supervisors have evidence or reasonable cause to suspect an employee of drug or alcohol use and/or intoxication on the job<sup>166</sup>. Also see additional term definition in Section V.
194. **REASSIGNMENT:** Appointment to a different employment position or work task<sup>167</sup>.
195. **RECLASSIFICATION:** A change from one job position/title to another that typically results in an increase in pay<sup>168</sup>.
196. **RECRUITMENT [INTERNAL OR EXTERNAL]:** The process of announcing job openings to employees [internal] or the community at large [external]<sup>169</sup>.
197. **REFERENCE(S):** A Price Municipal Corporation employment applicants' personal and/or professional past associates that may provide positive or negative comments about the applicants' prior performance provided to Price

---

<sup>163</sup> Rating [of Employee] added 2020.

<sup>164</sup> Reasonable Accommodation added 2020.

<sup>165</sup> Reasonable Person [Standard] added 2020.

<sup>166</sup> Reasonable Suspicion added 2020.

<sup>167</sup> Reassignment added 2020.

<sup>168</sup> Reclassification added 2020.

<sup>169</sup> Recruitment (internal and external) added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 27 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

Municipal Corporation<sup>170</sup>.

198. **REFUSAL [TO SUBMIT TO TESTING]:** Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that he/she is being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process<sup>171</sup>. Also see definition in Section V.
199. **REGULAR EMPLOYEE:** An employee that has been retained in his/her position after successful completion of his/her probationary period. A regular employee may be full-time or part-time. Regular employees have no existing or implied employment contract with Price Municipal Corporation and are at-will.
200. **REHIRE:** To hire a former Price Municipal Corporation employee back into Price Municipal Corporation after prior termination or separation of employment<sup>172</sup>.
201. **REIMBURSEMENT:** The act of compensating an employee of Price Municipal or other bona-fide person/entity presenting an authorized/qualified expense to Price Municipal Corporation for an out-of-pocket expenses by paying them an amount of money equal to what was spent<sup>173</sup>.
202. **REINSTATEMENT:** placing a worker back in a job lost without loss of seniority or other job benefits. Usually ordered by an agency, such as the National Labor Relations Board, or judicial authority, together with back pay, as a remedy in discrimination cases. May be the result of completion of the grievance process<sup>174</sup>.
203. **REMOTE WORK.** May also be called telecommuting, web commuting, flexible work, telework, or Work From Home (WFH). A work task completion arrangement specifically allowed by Price Municipal Corporation that may allow certain employees with job duties that may be completed off site (from home) to complete those work task from an off-site location consistent with all required Price Municipal Corporation protocols, policies, procedures.<sup>175</sup>
204. **RESIGNATION:** The act of an employee of Price Municipal Corporation voluntarily retiring or giving up a position of employment with Price

---

<sup>170</sup> Reference added 2020.

<sup>171</sup> Refusal [to submit to testing] added 2020.

<sup>172</sup> Rehire added 2020.

<sup>173</sup> Reimbursement added 2020.

<sup>174</sup> Reinstatement added 2020.

<sup>175</sup> Remote work added 2021, also see work from home (WFH).

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **28** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

Municipal Corporation<sup>176</sup>.

205. **RETALIATION:** An overt act that occurs when an employee or employer takes adverse action against a covered individual because he or she engaged in a protected activity<sup>177</sup>.
206. **RETIREMENT:** Voluntary termination at the end of an employee's career.
207. **RETURN TO SERVICE [NOTICE]:** A signed and dated statement from a physician attending to a Price Municipal Corporation employee for an injury/accident/illness stating that the employee may return to active work at Price Municipal Corporation with or without workplace restrictions<sup>178</sup>.
208. **RULES:** Rules require strict conformance, as stated, and do not permit deviation. Rules govern behavior, while policies guide judgments. Rules are requirements for certain action or non-action.
209. **SAFE HARBOR:** A provision allowed by law whereby Price Municipal Corporation may investigate any claims of pay discrepancies, particularly in regard to overtime pay, with employees and act to correct any instances of a discrepancy such that certain Price Municipal Corporation conduct will be deemed not to violate a given rule or law<sup>179</sup>.
210. **SAFETY LEAVE:** Leave authorized by a supervisor, Department Head or the Mayor allowing employees that may not be able to safely report to work due to environmental or other extraneous conditions (such as a snow day) not to report to work until safe to do so.
211. **SAFETY SENSITIVE DUTIES:** Include But Are Not Limited To - Any duties requiring a Commercial Driver's License (CDL), Firefighter Duties, Law Enforcement Duties, operation of equipment or any other duties or positions deemed applicable<sup>180</sup>. See definition in Section V also.
212. **SALARY:** The amount of cash compensation or other negotiated cash equivalents paid to an employee by Price Municipal Corporation for work performed. Generally a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an hourly, monthly or annual sum.<sup>181</sup>

---

<sup>176</sup> Resignation added 2020.

<sup>177</sup> Retaliation added 2020.

<sup>178</sup> Return to Service [Notice] added 2020.

<sup>179</sup> Safe Harbor added 2020.

<sup>180</sup> Safety Sensitive Duties added 2020.

<sup>181</sup> Salary added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page 29 of 36

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

213. **SEASONAL EMPLOYEE:** A person who is retained in a position of employment, not approved by the Mayor and City Council as a regular position, for a maximum of six (6) months usually in the summer or winter months.
214. **SECONDARY EMPLOYMENT:** When a Price Municipal Corporation employee works a job outside of their employment with Price Municipal Corporation. Price Municipal Corporation employment is considered primary and other employment is considered secondary<sup>182</sup>.
215. **SELECTIVE SALARY ADJUSTMENT:** An adjustment to the salary of an employee due to an inequity caused by a merit increase or other Price Municipal Corporation compensation program circumstances<sup>183</sup>.
216. **SERIOUS HEALTH CONDITION:** In the context of the Family and Medical Leave Act (FMLA), an illness or injury or impairment or any physical or mental condition that requires inpatient medical care or continuing treatment by a health care provider<sup>184</sup>. Generally, a serious health conditions results from one or more of the following:
- a. A health condition lasting more than three (3) consecutive, full calendar days;
  - b. Any period of incapacity due to pregnancy;
  - c. Any period of incapacity due to a chronic, serious health condition;
  - d. A permanent or long-term condition;
  - e. Any absence to receive multiple treatments.
217. **SERVICE ANIMAL:** Not a comfort animal. Any domestic animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items<sup>185</sup>. Pursuant to the U.S. Department of Justice, Civil Rights Division, Disability Rights Section, as of March 15, 2011:
- a. Only dogs are recognized as services animals under Titles II and III of the ADA;
  - b. The dog must be individually trained to do work or perform tasks for a person with a disability;

---

<sup>182</sup> Secondary Employment added 2020.

<sup>183</sup> Selective Salary Adjustment added 2020.

<sup>184</sup> Serious Health Condition added 2020.

<sup>185</sup> Service Animal added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **30** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- c. Service animals may accompany people with disabilities in all areas where members of the public are allowed to go;
- d. Service animals must be under control through voice, signal or other effective controls;
- e. Price Municipal Corporation may ask: (1) is the dog (animal) required because of a disability; and, (2) what work or task has the dog been trained to perform.

218. **SHARED OR JOINT LIABILITY.** Allows and/or subjects parties or individuals to share the risks associated with administering authorized policies, regulations, rules, ordinances in the event of lawsuits. In the context of Price Municipal Corporation, shared liability means that public officials may be personally liable for arbitrary, capricious or disparate actions as it relates to administration of established polices, regulations, rules, ordinances, etc.<sup>186</sup>.

219. **SICK LEAVE:** Paid time off from work that employees may use to stay home to address their health and safety needs without losing pay<sup>187</sup>. Sick leave is considered an employee’s privilege rather than a right.

220. **SICK LEAVE ASSISTANCE:** A policy of Price Municipal Corporation whereby a qualifying employee who has had a serious accident or illness, requiring an extended (thirty (30) days or more) absence from work and whose leave benefits have been or will be exhausted may be provided donated needed sick leave from a qualifying employee<sup>188</sup>.

221. **SMOKING:** The inhalation of the smoke of burning tobacco encased in cigarettes, pipes, and cigars, also includes use of smokeless tobacco products (Vape)<sup>189</sup>.

222. **SUPERVISOR:** The leader of a department of work at Price Municipal Corporation. Generally with more experience and work-flow understanding than other employees. Typically reports to a Department Head<sup>190</sup>.

223. **SUSPENSION:** The placing of an employee, for disciplinary or work performance reasons, in a temporary status of not reporting to work at Price Municipal Corporation. Suspension may be with or without pay<sup>191</sup>.

224. **SYSTEM (THE):** Data, information, messages, programming or

---

<sup>186</sup> Shared Liability added 2020.

<sup>187</sup> Sick Leave added 2020.

<sup>188</sup> Sick Leave Assistance added 2020.

<sup>189</sup> Smoking added 2020.

<sup>190</sup> Supervisor added 2020.

<sup>191</sup> Suspension added 2020.

communications created, developed, sent stored or transmitted from computers and equipment owned by Price Municipal Corporation as well as the computers and equipment of Price Municipal Corporation as well as the Price Municipal Corporation wired and wireless communications network<sup>192</sup>.

225. **TARDY – TARDINESS:** Delaying or delayed beyond the right or expected time for an employee to report to their individual and respective Price Municipal Corporation station of work; late for work<sup>193</sup>.
226. **TEMPORARY EMPLOYEE:** An employee hired for a position of employment for a specific duration, usually six (6) months or less but not more than nine (9) months.
227. **TERMINATION:** When an employee's job ends and the employer-employee relationship is finished<sup>194</sup>.
228. **THEFT:** Intentionally and fraudulently taking of Price Municipal Corporation property without permission or authorization or consent and with intent to convert the item(s) to the taker's use<sup>195</sup>.
229. **THEORY X:** Developed by social psychologist Douglas McGregor. Assumes that people dislike work, have little ambition, and are unwilling to take responsibility<sup>196</sup>. Context of employee performance reviews.
230. **THEORY Y:** Developed by social psychologist Douglas McGregor. Assumes that people will exercise self-direction and self-control in the achievement of organizational objectives to the degree that they are committed to those objectives<sup>197</sup>. Context of employee performance reviews.
231. **TIME SHEET/TIME CARDS:** A piece of paper whereon the number of hours worked, including time in lieu of hours worked such as vacation time, sick time, etc. by a Price Municipal Corporation employee are recorded<sup>198</sup>.
232. **TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 [AND AMENDMENTS THERETO]:** Prohibits discrimination in virtually every employment circumstance on the basis of race, color, religion, gender, pregnancy,

---

<sup>192</sup> System (The) added 2020.

<sup>193</sup> Tardy-Tardiness added 2020.

<sup>194</sup> Termination added 2020.

<sup>195</sup> Theft added 2020.

<sup>196</sup> Theory X added 2020.

<sup>197</sup> Theory Y added 2020.

<sup>198</sup> Time Sheet/Time Cards added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **32** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

or national origin, amended to include pregnancy, age, sexual orientation<sup>199</sup>.

233.       **TRANSITION [OF INSURANCE]:** The change of a Price Municipal Corporation sponsored medical health insurance plan to an individual insurance policy in accordance with the terms and conditions of the group insurance plan<sup>200</sup>.
234.       **TRANSFER:** Any movement of an employee from a position in a class or related class with the same grade or salary.
235.       **TRAVEL TIME:** A specified period of time spent in by an employee of Price Municipal Corporation traveling during work or from the entrance of Price Municipal Corporation to the place where work is actually done<sup>201</sup>. SEE PORTAL TO PORTAL ACT.
236.       **UNEMPLOYMENT INSURANCE:** The Federal-State Unemployment Insurance Program provides unemployment benefits to eligible workers who are unemployed through no fault of their own (as determined under state law), and meet other eligibility requirements of state law<sup>202</sup>.
237.       **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Bans discrimination against employees or applicants because of their military service obligations, including National Guard and Reserve<sup>203</sup>.
238.       **UTAH RETIREMENT SYSTEMS (URS):** Administers pension plans and retirement savings plans for public employees in the State of Utah<sup>204</sup>.
239.       **VACATION TIME:** See Annual Vacation Time above.
240.       **VARIABLE EMPLOYEE:** An employee hired for a position with undetermined regular work hours over the employment period and may vary by season or budget availability<sup>205</sup>.
241.       **VEHICLE ALLOWANCE:** A payment of money from Price Municipal Corporation on a regular basis-typically monthly to compensate employees for local area use of personal vehicles in the conduct of Price Municipal Corporation

---

<sup>199</sup> Title VII of the Civil Rights Act of 1964 added 2020.

<sup>200</sup> Transition (of Medical Health Insurance) added 2020.

<sup>201</sup> Travel Time added 2020.

<sup>202</sup> Unemployment Insurance added 2020.

<sup>203</sup> Uniformed Services Employment and Reemployment Rights Act added 2020.

<sup>204</sup> Utah Retirement Systems (URS) added 2020.

<sup>205</sup> Variable Employee added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **33** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



business<sup>206</sup>.

242. **VERBAL WARNING:** A verbal warning occurs when a supervisor verbally counsels an employee about an issue of concern. A written record of a verbal warning may be created and maintained by Price Municipal Corporation<sup>207</sup>.
243. **VOLUNTARY RESIGNATION:** A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to his or her supervisor or when an employee is absent from work for three consecutive workdays and fails to contact his or her supervisor (job abandonment)<sup>208</sup>.
244. **VOLUNTEER:** A person who freely offers to take part in a project or undertake a task on behalf of Price Municipal Corporation or the Price City community at-large. Volunteers are not compensated in any manner by Price Municipal Corporation and volunteers are not employees of Price Municipal Corporation and therefore not eligible for any Price Municipal Corporation insurance coverage, benefits, etc. Volunteers donating their individual time or effort on behalf of Price Municipal Corporation or the Price City community at-large by or through Price Municipal Corporation shall sign and date liability waivers. In this context volunteer is not applicable to members of the Price City Volunteer Fire Department.<sup>209</sup>
245. **W-4 FEDERAL WITHHOLDING STATEMENT.** An IRS form that an employer uses to gather tax withholding information for an employee<sup>210</sup>.
246. **WAITING TIME:** Time spent by an employee ‘engaged to wait’ by a supervisor or Department Head on or off from Price Municipal Corporation Property<sup>211</sup>.
247. **WEINGARTEN CONCEPT:** Generally used as a function of organized labor. Allows an employee to be accompanied during an investigatory interview with a supervisor by an impartial third party when the employee reasonably believes that the interview may lead to disciplinary action. Accompanying person cannot be an attorney or family member as they are not deemed impartial<sup>212</sup>.

---

<sup>206</sup> Vehicle Allowance added 2020.

<sup>207</sup> Verbal Warning added 2020.

<sup>208</sup> Voluntary Resignation added 2020.

<sup>209</sup> Volunteers added 2020.

<sup>210</sup> W-4 Form added 2020.

<sup>211</sup> Waiting Time added 2020.

<sup>212</sup> Weingarten Concept and definition added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **34** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

248. **WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT (WARN):** Offers some protection to workers, their families and communities against plant closings and/or mass layoffs, by requiring certain employers with one-hundred (100) or more employees to give their workers sixty days' notice before a plant closing or mass layoff (temporary or permanent)<sup>213</sup>.
249. **WORKER'S COMPENSATION:** The insurance program Price Municipal Corporation utilizes to provide medical reimbursement and disability benefit payments for job related injury or illness<sup>214</sup>.
250. **WORKPLACE BULLYING:** Repeated, unreasonable actions of individuals or groups directed toward and employee or group of employees, which is intended to intimidate and creates a risk to the health and safety of the employee(s)<sup>215</sup>.
251. **WORK DAYS:** Typically the period Monday through Friday of each week or as directed and indicated by a supervisor or Department Head<sup>216</sup>.
252. **WORK FROM HOME (WFH):** A work task completion arrangement specifically allowed by Price Municipal Corporation that may allow certain employees with job duties that may be completed off site (from home) to complete those work task from an off-site location consistent with all required Price Municipal Corporation protocols, policies, procedures.<sup>217</sup>
253. **WORK HOURS:** The hours of a work day or work week an employee is assigned to be in attendance at their job site for Price Municipal Corporation as assigned by a supervisor or Department Head<sup>218</sup>.
254. **WORK WEEK:** The period beginning on Sunday at 12:01 am and ending on the following Saturday at 12:00pm (midnight)<sup>219</sup>.
255. **WRITTEN REPRIMAND/WRITTEN WARNING:** A documented formal conversation between a supervisor and an employee about a disciplinary or performance problem. The purpose of the Written Reprimand/Written Warning is to correct a performance or behavior problem by discussing it with the employee and providing a written record of that

---

<sup>213</sup> Worker Adjustment and Retraining Notification Act added 2020.

<sup>214</sup> Worker's Compensation added 2020.

<sup>215</sup> Workplace Bullying added 2020.

<sup>216</sup> Work Days added 2020.

<sup>217</sup> Work From Home added 2020 as a result of new work completion orientations initiated by the COVID19 pandemic.

<sup>218</sup> Work Hours added 2020.

<sup>219</sup> Work Week added 2020.

## **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 1: Definition of Terms

Page **35** of **36**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

conversation<sup>220</sup>.

---

<sup>220</sup> Written Reprimand/Written Warning added 2020.

## **SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY**

1. **GENERAL POLICY** - It is the policy of Price Municipal Corporation to comply with Equal Employment Opportunity standards in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to protected classes defined by federal, state and local laws or Price Municipal Corporation ordinances; including race, religion, sex, gender identity, sexual orientation, age, disability, national origin or veteran status, including based on a persons relationship or association with a person of a protected class or disability<sup>1</sup>.
2. **SUPERVISOR RESPONSIBILITIES** - Each Price Municipal Corporation elected official, department head, department supervisor or lead person will ensure that Price Municipal Corporation is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the respective Department Heads will ensure that employees in every department have access to a copy of this Personnel Policies and Procedures Manual and that each employee signs and dates an Acknowledgment of Receipt of Personnel Policies and Procedures Manual form confirming they were introduced to the Personnel Policies and Procedures Manual and that they accept responsibility for informing themselves about the policies therein and updates to the policies that occur from time-to-time. Price City will then file the signed and dated Acknowledgment Form in the employee's personnel file.
3. **EMPLOYEE RESPONSIBILITIES** - Employees are responsible for informing and educating themselves about the policies, practices, and benefits set forth in Price Municipal Corporation's Personnel Policy and Procedures Manual, and any updates that occur from time-to-time, by reading them and, if necessary, asking that they be read and or explained to them. Additionally, all employees are required to sign and date an Acknowledgment of Receipt of Personnel Policies and Procedures Manual form confirming they have been introduced to the Manual, know where copies are available, and agree to the requirements set forth in this paragraph. For clarification and explanation of any of the provisions contained in this Personnel Policies and Procedures Manual contact the Price City Human Resource Director.

---

<sup>1</sup> Related and associated persons added based on Pryor HR Law seminar attendance on 4-9-20.

## **SECTION 3: EMPLOYEE HIRING**

---

1. **EMPLOYMENT** - Job Descriptions defining the essential functions of the vacant position shall be drafted and adopted before the vacancy is posted or otherwise advertised internally or externally.
2. **RECRUITMENT** - All recruitment shall be conducted in accordance with Price Municipal Corporation's equal opportunity guidelines, and the following:
  - A. **Internal Promotions** - It is Price Municipal Corporation's policy to give first consideration to current City employees desiring to fill an open job position.
  - B. **External Advertising**
    - (1) Only the Price City Human Resources Director, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.
    - (2) Each Job Opening Notice should contain a statement indicating that Price Municipal Corporation is an equal opportunity employer.
    - (3) Job Opening Notices may be advertised in the appropriate media (the Department of Workforce Services should be utilized whenever possible), and through any other channels the Human Resources Director deems appropriate, on at least three (3) separate days or other basis relevant to the respective job opening.
    - (4) All Job Opening Notices must specify the name and the office of the person from whom a Job Application may be obtained, the name and office of the person to whom the completed application must be returned, and the deadline for filing the completed application.
    - (5) Advertisements may state that job applicants residing within the Price City boundaries or the surrounding area may be given hiring preference.
3. **SELECTION**
  - A. **Nepotism** - It is the policy of Price Municipal Corporation to comply with the provisions of 52-3-1 through 52-3-4, Utah Code Annotated, 1953, as amended, i.e. Chapter 3 entitled "Prohibiting Employment of Relatives".

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 3: Employee Hiring

Page 1 of 8

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- B. Employment of Minors - It is the policy of Price Municipal Corporation that no one under the age of sixteen (16) shall be hired for any position.
  
- C. Rehires - Job applications received from former employees of Price Municipal Corporation will be processed using the same procedures and standards that govern all other non-employee applications. Length of time of original Price Municipal Corporation service, length of time since original employment separation and other employee performance factors shall be considered. The Human Resources Director will review the former employee's personnel records and the circumstances surrounding termination of previous employment with Price Municipal Corporation and provide relevant comments and recommendations.
  - (1) Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are not eligible for rehire.
  - (2) Former employee/applicants who are rehired shall be required to serve a probationary period.
  
- D. Job Applications - All interested job applicants shall complete a Job Application.
  - (1) All applications and resumes received for a job opening will be forwarded to the Price City Human Resources Department. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicant's file for at least one (1) year.
  - (2) Job applications shall be signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant's signature shall also certify to allow Price Municipal Corporation to conduct all requisite post-offer, pre-employment testing, report verifications and background checks. The job applicant shall provide a copy of certified educational transcripts or other certification/licensing verification when required, with the application or upon hire.
  
- E. General Aptitude Test Battery (GATB) - When necessary, job applicants may be required to take the GATB. If administration of the GATB is deemed necessary, it may be administered by the Department of Workforce Services or other provider authorized by Price City.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 3: Employee Hiring

Page 2 of 8

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- F. Other Tests - Job Applicants may be required to take other tests which Price Municipal Corporation deems necessary for a specific position. Job applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. When Price Municipal Corporation uses other ability tests, Price Municipal Corporation shall make reasonable accommodations for disabled applicants.
- G. Job Applicant Disqualification - Any job application may be rejected for, but not limited to, the following reasons:
- (1) Does not meet minimum qualifications established for the position identified in the job description.
  - (2) Is physically or mentally unable to perform the essential duties and responsibilities of the position, the bona-fide occupational qualifications listed in the job description<sup>1</sup>, with or without reasonable accommodation(s) (determined only after a conditional offer of employment, pending the results of a medical examination, has been extended to a job applicant).
  - (3) Has falsified a material fact or failed to complete the application.
  - (4) Has failed to timely file the application.
  - (5) Has an unsatisfactory employment history or poor work references.
  - (6) Has failed to attain a passing score, if an examination is required.
  - (7) Has an unsatisfactory background check (civil or criminal).
  - (8) Has unsatisfactory drug test results.
  - (9) Has submitted unrequested application materials to Price Municipal Corporation that includes documents or other information (such as personal photographs) that may lead to identification of a protected class or other disparate impact.
  - (10) Job applicants that fail or have unsatisfactory post-offer, pre-employment test results or reports (drug test, MVR, other certifications, background check, credit check, etc.) shall be provided a

---

<sup>1</sup> Added bona-fide occupational qualification language 2020.

reasonable opportunity to correct the record in a timely manner<sup>2</sup>.

#### H. Interviewing

- (1) The identified hiring manager will select applicants to interview from those who have passed the preliminary screening tests. Job related duties and qualifications will provide the basis for initial screening of job applicants. During the interview, all job applicants should be advised that any and all of the information provided will be verified.
- (2) Individuals conducting job interviews shall only ask questions that pertain to the job position.

I. Reference Checks - In order to facilitate reference checks, written permission shall be obtained from the applicant using the Applicant's Consent to Release Information Form. Price Municipal Corporation may contact the references for each job applicant and ask job-related questions, which include similar questions for each job applicant checked, using Price Municipal Corporation's Telephone and Written Reference Check Questionnaires.

#### 4. PLACEMENT

A. Job Offers - After a job applicant is approved by Price Municipal Corporation, the hiring manager shall notify the successful job applicant of his/her conditional selection through a written Job Offer Letter. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the applicant signs the written conditional Job Offer Letter and returns it to Price Municipal Corporation by the requested date. The original Job Offer Letter is then filed in the employee's file and a copy is given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:

- (1) A clear statement of the job description including bona-fide occupational qualifications<sup>3</sup>.

---

<sup>2</sup> Added 2020 – consistent with the FCRA standards, HR managers training.

<sup>3</sup> Added bona-fide occupational qualifications language 2020.



- (2) The employee's starting salary. Starting salary offers for exempt positions shall be based on a specified period, such as a two (2) week period. Starting salary offers for non-exempt positions shall be based on an hourly wage.
  - (3) The employee's job title.
  - (4) The employee's supervisor.
  - (5) Any relocation commitments, if applicable.
  - (6) Price Municipal Corporation's at-will employment policy.
  - (7) The employee's starting date.
  - (8) The length of the employee's probationary period.
  - (9) Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.
- B. Job Rejection Letters - Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified. The hiring manager may send a Job Rejection Letter to each job applicant who was not selected for a job opening or otherwise notify the non-selected applicant(s).
- C. Medical Examinations - Once Price Municipal Corporation has extended a conditional job offer to a job applicant, a medical interview or examination may be conducted by a health professional chosen by Price Municipal Corporation to determine a job applicant's ability to fulfill essential job related requirements – the bona-fide occupational qualifications. Only the Human Resources Director or designee may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be paid by Price Municipal Corporation. The prospective employee must authorize in writing a release of this information to Price Municipal Corporation.
- D. Reinstatements - Employees who are reinstated into Price Municipal Corporation may maintain their original employment anniversary dates for seniority purposes as well as for those benefit programs governed by the anniversary date. Reinstatement of employees may include imposition of a probationary period (see below)<sup>4</sup>. The policy will be as follows:

---

<sup>4</sup> Clarified probation period option for reinstated employees 2020.

- (1) Layoffs - Employees who terminate because of reduction in work force will maintain their original anniversary dates for seniority purposes if they are re-employed by Price Municipal Corporation within one (1) year after date of termination.
- (2) Voluntary Resignations - Employees who voluntarily terminate their employment with Price Municipal Corporation may maintain their original anniversary dates, subject to City Council approval, if they are re-employed by Price Municipal Corporation within six months after date of termination.

E. Hiring New Employees

- (1) Required for All Employees - The hiring manager is responsible to have new employees fill out all pre-employment forms, benefit applications, and enrollment forms and provide basic information on Price Municipal Corporation's policies concerning pay, vacation, holidays, sick leave, benefits, parking and work hours during the employee's first day of work.
- (2) Additional Requirement for All Part-Time, Temporary, and Seasonal Employees Only - If applicable, the hiring manager, is responsible to fill out Part-Time/Temporary/Seasonal Employment Agreements.
- (3) Additional Requirement for Employment of Minors (employers may protect themselves from unintentional violation of the child labor provisions by keeping on file an employment or age certification for each minor employed to show that the minor meets the minimum age requirements for the job.):
  - (a) Minors shall be employed and scheduled in conformance with existing child labor laws and compulsory school attendance laws.
    - a. No child under age 14 shall be employed by Price Municipal Corporation.
    - b. A child between the ages of 14 and 15 shall not be allowed to work in a hazardous area or position and subject to non-school time employment.
    - c. A child between the ages of 16 and 17 shall not be allowed to work in a hazardous area<sup>5</sup>.

---

<sup>5</sup> Age references added 2021 based on Pryor HR Law seminar held 4-9-20.

- (b) Unless otherwise exempt, a minor employee must be paid according to the statutory minimum wage and overtime provisions (currently one and one half (1/2) times the employee's regular wage after forty (40) hours worked in a work week) of the Fair Labor Standards Act of 1938, as amended.
- (c) Employees sixteen (16) and seventeen (17) years old are subject to Department of Labor Orders when working in any occupations which the Secretary of Labor "shall find and by order declare to be particularly hazardous or detrimental to their health and well-being" as set forth in WH Publication 1330, entitled Child Labor Requirements in Nonagricultural Occupations.

F. Orientation - Newly hired Price Municipal Corporation employees shall complete all required paperwork and receive an orientation on their first (1st) day of work.

- (1) In accordance with the Immigration Reform and Control Act of 1986, all new employees shall provide proof of identity and employment status by completing an Employment Eligibility Verification Form. The employee must sign under penalty of perjury that he/she is a U.S. citizen, a lawful permanent resident alien, or an alien otherwise authorized for U.S. employment.
- (2) All new employees shall complete and sign a Form W-4 Federal Withholding Statement.
- (3) All new employees should be given a tour of the respective work place with a brief overview of company rules and benefits.

G. Introductory<sup>6</sup> Period

- (1) All new employees shall be subject to a minimum six (6) month, or maximum twelve (12) month introductory period. During this period, introductory employees may be terminated, with or without notice, for any or no reason, without any right to due process, notice, explanation or appeal in connection with said termination.

---

<sup>6</sup> Probationary period changed to introductory period 2020. Clarifies that no contract of employment extends beyond the probationary period and preserves at-will employment.

- (2) Introductory periods begin on the first day of employment and continue for the duration of the introductory period. Management will provide guidance to probationary employees so that they understand work requirements.
- (3) An employee in the introductory period shall be given a performance evaluation at the end of the introductory period. This performance evaluation may be used to provide information to both the employee and management regarding the employee's performance. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the introductory employee nor shall it create any real or implied employment contract or property/due process rights for the introductory employee relative to his/her job/position.

## 5. VOLUNTEERS

- A. "Court Ordered" Community Service Labor may be accepted after a review by the Human Resources Director and the respective Department Head. Based upon the recommendation of the Human Resources Director and the respective Department Head, Price City reserves the right to refuse, reject, or terminate court ordered community service labor.
- B. The Mayor or respective Department Head, with approval of the City Council, may establish volunteer programs.
- C. The respective Department Head shall develop guidelines for use of volunteers.
- D. Prior to accepting any volunteer services, the respective Department Head and the volunteer shall sign an agreement defining the nature and terms of the volunteer services. The respective Department Head, reserves the right to refuse, reject, or terminate volunteer service labor at any time for any reason.
- E. A volunteer shall not be provided the benefits and protections of an employee of Price Municipal Corporation and shall not be considered an employee.
- F. A volunteer shall not operate Price Municipal Corporation owned vehicles or equipment. (This does not apply to members of the Price City Fire Department.)

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 3: Employee Hiring

Page 8 of 8

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

## **SECTION 4: ALCOHOL AND DRUG FREE WORKPLACE**

---

1. **GENERAL POLICY** - The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication.
  
2. **EMPLOYEE RESPONSIBILITIES**
  - A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
  
  - B. Any employee convicted under a federal or state statute regulating controlled substances shall notify his/her supervisor and the Mayor within five days after the conviction.
  
  - C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or meal breaks.
  
  - D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
  
  - E. No employee shall represent Price Municipal Corporation in an official capacity while impaired by alcohol, illegal drugs, or medication.
  
  - F. No employee using medication that may impair performance shall operate a Price Municipal Corporation motor vehicle, Price Municipal Corporation equipment or engage in safety sensitive functions while on duty for Price Municipal Corporation.
  
  - G. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to his/her supervisor.
  
  - H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor, the Department Head or other member of Price City management<sup>1</sup>.
  
3. **DISCIPLINARY ACTION** - Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate employee disciplinary action will be taken, up to and including termination, in the event of an employee's violation of any provision set forth herein.

---

<sup>1</sup> Management includes all director level employees and elected officials.

## **SECTION 5: DRUG TESTING**

---

### **1. GENERAL STATEMENT**

- A. It is the policy of Price Municipal Corporation that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and/or the distribution, dispensation, possession, or use of alcohol in the workplace is expressly prohibited.
- (1) In order to achieve a drug-free work place, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:
- (a) When an applicant has been extended a conditional offer of employment but before beginning work. Job applicants that fail or have unsatisfactory post-offer, pre-employment test results shall be provided a reasonable opportunity to correct the record in a timely manner<sup>1</sup>.
  - (b) When there is a reasonable suspicion to believe that the employee may be in an impaired state. Reasonable suspicion determinations to be made by trained and qualified personnel.
  - (c) When the employee has been involved in an accident on-duty or because of unsafe work practices.
  - (d) On a random basis.
  - (e) As a condition for return to duty after testing positive for controlled substances or alcohol.
  - (f) As part of follow-up procedures to employment related drug or alcohol violations.
- (2) Applicants for all other positions shall, as a condition of employment, be required to participate in alcohol and controlled substance testing after the applicant has been extended a conditional offer of employment but before beginning work.
- B. Scope - This policy covers all employees of and applicants to Price

---

<sup>1</sup> Updated 2020 – pursuant to the standards of the FCRA and HR management training.

Municipal Corporation.

C. Definitions

- (1) Alcohol - Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.
- (2) Controlled Substances - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or other substances which may only be legally obtained and used pursuant to a physician's prescription.
- (3) On Duty Accident or Citation - Any accident involving the loss of life, injury to the employee or others, damages to personal property, or the issuance of a moving traffic citation to the employee.
- (4) Positive Test - Any test result showing a blood alcohol content (BAC) of 0.02 or greater or exceeding the legal limit for operation of vehicles/equipment by the State of Utah or the presence of any controlled substances in excess of the recommended therapeutic level in the test subject.
- (5) Refusal to Submit to Testing - Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that he/she is being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.
- (6) Reasonable Suspicion - Knowledge sufficient to induce a reasonably prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.
- (7) Safety Sensitive Duties May Include But Are Not Limited To - Any duties requiring a Commercial Drivers License (CDL), Firefighter Duties, Law Enforcement Duties, operation of equipment or any other duties or positions deemed applicable.

2. **POLICY**

A. Testing Notice

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 5: Drug Testing

Page 2 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (1) Before performing any alcohol or drug test authorized by this policy, Price Municipal Corporation, through its designated representative, shall notify the employee being tested, verbally or in writing, whether the test being administered is required by the Omnibus Transportation Employees Testing Act of 1991, or whether it is required by this policy.
- (2) Price Municipal Corporation employees who, under Price Municipal Corporation requirements, hold a commercial drivers license (CDL) are required under rules established by the Federal Highway Administration to be subjected to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing.

When conducting any of the above noted tests on employees with Commercial Drivers Licenses (CDL's), Price Municipal Corporation shall provide the employee with the following notice:

- (a) The drug and/or alcohol test being required is required under rules established by the Federal Highway Administration pursuant to the Omnibus Transportation Employees Testing Act of 1991.
  - (b) Refusal to submit to the required testing, may subject the employee to disciplinary action, up to and including termination.
- (3) Price Municipal Corporation employees who are not required by Price Municipal Corporation to hold a Commercial Driver's License (CDL), but who are employed in safety sensitive positions, while not subject to testing under federal statute, are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing under this policy.

When conducting any of the above noted tests on non-CDL safety sensitive employees, Price Municipal Corporation shall provide the employee with the following notice:

- (a) The drug and/or alcohol test being required is required by the policies and procedures of Price Municipal Corporation.
- (b) Refusal to submit to the required testing you may subject the employee to disciplinary action, up to and including termination.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 5: Drug Testing

Page 3 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



B. Pre-Employment Testing - Price Municipal Corporation requires all applicants selected for an employment position with Price Municipal Corporation to undergo an alcohol and drug screen test to detect the presence of alcohol and illegal drugs or controlled substances in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for controlled substances or whose test detects a BAC of .02<sup>2</sup> or higher may be denied employment with Price Municipal Corporation.

- (1) Drug and alcohol testing shall be conducted after the selected applicant has been extended a conditional offer of employment but before beginning work.
- (2) All of Price Municipal Corporation's job announcements and conditional offers of employment shall contain the following notice:
  - (a) All applicants selected for employment with Price Municipal Corporation shall be required to take a drug and alcohol test and must achieve negative results as a precondition of employment and prior to commencing actual work.
  - (b) A positive test result or failure to submit to the required testing shall result in a withdrawal of any conditional offer of employment with Price Municipal Corporation.
- (3) If the final applicant tests positive for drugs or alcohol as set forth above, or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing and the applicant shall not be eligible to be employed by Price Municipal Corporation.

C. Prohibited Conduct

- (1) Employees shall not use, be under the influence of (.02 BAC), or be in possession of alcohol while on duty, on Price Municipal Corporation premises or while in Price Municipal Corporation vehicles. Price Municipal Corporation premises include buildings, parking lots, grounds and vehicles or equipment owned or leased by Price Municipal Corporation or personal vehicles being used for

---

<sup>2</sup> Amend from .04 to .02 to be consistent with Section 1.C.(4) above.

Price Municipal Corporation business.

- (2) Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or controlled substances while on duty, on Price Municipal Corporation premises, or while in Price Municipal Corporation vehicles or equipment. Price Municipal Corporation premises include buildings, parking lots, grounds and vehicles or equipment owned or leased by Price Municipal Corporation, or personal vehicles being used for Price Municipal Corporation business.
- (3) Employees using, possessing, distributing, dispersing, or being at the workplace under the influence of alcohol or illegal or illegally obtained/used controlled substances shall be subject to questioning and disciplinary action up to and including termination.
- (4) Any employee violating this policy is subject to immediate termination.

D. Reasonable Suspicion Testing

- (1) When a designated supervisor determines there is reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is under the influence, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

- (a) The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific observations concerning the appearance, behavior, speech or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.

[1] The required observations underlying reasonable suspicion testing must be made by a supervisor or Price Municipal Corporation official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.

[2] Observations underlying the reasonable suspicion

testing must be documented in writing and signed by the supervisor or Price Municipal Corporation designated official within twenty-four (24) hours or before the results of the test are announced, whichever is later.

- (b) Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
- (2) Special requirements associated with reasonable suspicion alcohol testing:
- (a) Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety sensitive functions.
  - (b) If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
  - (c) If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
- (3) Special requirements associated with reasonable suspicion drug testing: If a drug test is not administered within thirty two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and maintain documentation stating why the test was not administered within thirty two (32) hours.
- (4) Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any Price Municipal Corporation vehicles or equipment or engage in any employment related duties, which his/her supervisor deems dangerous to the employee or others until the results of the tests are received and the employee is released back to work.

E. Random Testing

- (1) Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.
- (2) Random tests shall be both of the following:
  - (a) Unannounced.
  - (b) Reasonably spread throughout the year.
- (3) Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
- (4) Random Testing for CDL Drivers
  - (a) CDL drivers may be subjected to random alcohol testing only while performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing safety sensitive functions.
  - (b) Drug tests may be performed at any time the driver is on duty.
- (5) Random Testing for Non-CDL Safety Sensitive Employees - Non-CDL safety sensitive employees may be subjected to random alcohol and drug tests any time the employee is on duty.
- (6) Pool Testing/Consortiums
  - (a) Price Municipal Corporation may join a consortium with testing pools having a large enough total employee/individual base so that Price Municipal Corporation's CDL employees are always subject to random testing and the required annual testing rate shall be met by tests conducted of employees within the pool.
  - (b) If and when Price Municipal Corporation chooses to join a drug/alcohol testing consortium, Price Municipal Corporation shall designate a liaison to coordinate with the testing consortium and obtain and maintain all of the following records and information:

- [1] How the random selection pool was assembled.
- [2] The method of selection and notification of employees.
- [3] The location of collection sites.
- [4] Methods of reporting the test results on each employee.
- [5] Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

F. Post Accident Testing

- (1) Any surviving employee involved in an accident resulting a citation for a moving traffic violation or loss of human life, or a surviving employee in a safety sensitive position involved in an accident involving the loss of human life, shall be tested as soon as practical for alcohol and controlled substances.
  - (a) An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Refusal or deemed refusal may lead to disciplinary action up to and including termination.
  - (b) The results of tests conducted by Federal, State, or local law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be used by the employer to meet post-accident testing requirements.
  - (c) Time frames for testing and consequences of failure to test:
    - [1] Alcohol
      - [a] If the test is not administered within two (2) hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered

within two (2) hours.

[b] If the test is not administered within eight (8) hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight (8) hours.

[2] Controlled Substances - If the test is not administered within thirty-two (32) hours following the accident, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and submit documentation stating why the test was not administered within thirty-two (32) hours.

(2) Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any Price Municipal Corporation vehicles or equipment or engage in any employment related duties, which his/her supervisor deems dangerous to the employee or others until the results of the tests are received and the employee is released back to work.

G. Consequences of Positive Drug/Alcohol Test

(1) Alcohol

(a) If any alcohol test result shows a blood alcohol content of 0.02<sup>3</sup> or greater, the employee shall be removed from, and cannot return to, a safety sensitive function until, at a minimum, all of the following are met:

[1] The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.

[2] The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.

[3] The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.

---

<sup>3</sup> Amend from .04 to .02 to be consistent with Sections above

- (b) If an employee's test result indicates an alcohol concentration of greater than 0.02, the employee shall not be permitted to perform any safety sensitive functions for at least twenty-four (24) hours.
  
- (2) Drug/Controlled Substances - If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum, all of the following are met:
  - (a) The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
  - (b) The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
  - (c) The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.
  
- (3) General
  - (a) If through any of these detection methods, or on his/her initiative, an employee tests positive or seeks rehabilitation treatment, Price Municipal Corporation may pay for an initial substance abuse evaluation.
  - (b) Price Municipal Corporation encourages employees to enroll in a counseling or rehabilitation program in the event of a positive drug or alcohol test. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:
    - [1] Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time, annual vacation leave, and then sick leave until all leave is expended. Price Municipal Corporation will pay the employee's benefit package during the allotted treatment time. Additional wage supplements, i.e. workers' compensation, will not be paid in addition to the

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 5: Drug Testing

Page **10** of **11**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

outside source of payment. Dual compensation period shall be considered a violation of this policy<sup>4</sup>. Each incident will be reviewed on a case-by-case basis.

- [2] If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to his/her former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.

- H. Follow-up Testing - Employees who have violated this policy and continue to work for Price Municipal Corporation shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.
- (1) Employees subject to follow-up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.
  - (2) Follow-up testing beyond one (1) year shall be based on a needs assessment provided by a substance abuse professional and agreed upon by both the employee and Price City.
- I. General
- (1) Price Municipal Corporation maintains the right to conduct unannounced inspections of Price Municipal Corporation owned property, work stations, equipment, desks, cabinets, etc.
  - (2) Price Municipal Corporation maintains the right to utilize reasonable and customary detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
  - (3) Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.
- J. Employees may direct any questions regarding this policy to their supervisor, Department Head or the Human Resources Director.

---

<sup>4</sup> Dual compensation language added 2020 – consistent with time off section of policy.



## **SECTION 6: DISCRIMINATION AND HARASSMENT**

---

### **1. GENERAL POLICY**

This policy applies to all employees and all individuals that may impact or be impacted by the employment relationship at Price Municipal Corporation. Unlawful discrimination and/or harassment of any type related to the employment relationship, on or off duty, based on Federal, State, Local or Price Municipal Corporation anti-discrimination laws or policies including race, religion, sex, gender identity (Lesbian, Gay, Bi-Sexual, Transgender (LGBT) identification/status/sexual orientation,<sup>1</sup> sexual orientation, age, disability, national origin, veteran status, shall not be tolerated. Additionally, discrimination and/or harassment directed toward a person because of their relationship or association with an individual of a protected class or disability shall not be tolerated within the Price Municipal Corporation workplace<sup>2</sup>. The discrimination or harassment may be implicit or explicit. Harassing behavior related to the employment relationship that is contrary to a professional and respectful workplace according to reasonable persons and standards is also prohibited. Allegations of harassment will be investigated. Harassment will generally fall into one or both of the following categories: (1) quid pro quo; (2) pervasive.

- A Employees accused of harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence and/or findings to be used against them, and an opportunity to respond before any disciplinary action may be taken.
- B. False or bad faith claims regarding harassment may result in disciplinary action, up to and including termination,
- C. Records and proceedings of harassment claims, investigations, or resolutions are confidential and shall be maintained in a limited access manner separate and apart from the employee's regular personnel files.
- D. All employees, supervisors and management personnel shall receive training on the harassment policy and grievance procedures during orientation and other training. All employees and officials of Price City shall be required to participate in anti-harassment training a minimum of one (1) time per year.<sup>3</sup>
- G. Violation of this policy will result in disciplinary action, up to and including termination.

### **2. CORRECTIVE ACTION** - Price Municipal Corporation expects that all employees, contractors, customers, etc. will act responsibly to establish a

---

<sup>1</sup> LBGT status clarified 2020 to accommodate trending case law.

<sup>2</sup> Related or associated person discrimination/harassment added 2021 based on advice at Pryor HR Law Seminar held 4-9-20.

<sup>3</sup> Clarified annual training requirement language 2020.

pleasant, professional and respectful work environment. If an employee witnesses or feels they have been subjected to any form of harassment or violation of this policy, including retaliation one or more of the actions described as follows should be followed.

- A. Firmly and clearly tell the person(s) engaging in the harassing conduct that it is unwelcome, offensive, and should stop at once. This notification may be verbal or written, and can be anonymous. Employees experiencing or witnessing harassment ARE NOT required to take this step prior to reporting harassment to a supervisor, department head, or human resources. If the conduct does not stop immediately it must be promptly reported to a supervisor, department head, or human resources.
  
- B. Report the alleged harassment or conduct to a supervisor. It is anticipated that reports will follow the chain-of-command from direct supervisor to the next level supervisor, etc. as a matter of organizational order and respect. However, it IS NOT required that this chain-of-command be followed in allegations of harassment. Supervisors will take the report seriously and must take action that will include all of the following:
  - (1) Investigate the alleged misconduct in as timely and confidential of a manner as practicable.
  - (2) Take action to correct any and all harassing conduct.
  - (3) Assure that no retaliation is tolerated.
  - (4) Complete appropriate feedback, including to the victims or reporting parties.
  - (5) Prepare a written supervisor record of the allegation, investigation, and resolution.
  
- C. Occasionally, reporting to a supervisor about harassing conduct is not an option, or an employee or individual(s) may feel that their complaint has not been or cannot be properly handled. Reports of harassment may be made to Department Heads, or the Director of Human Resources or the Price City Attorney. All reports will be taken seriously, will be investigated, and appropriate corrective action will be taken. Reports of discrimination or harassment made to this organizational level will be filed with the Director of Human Resources or if that is not appropriate with the City Attorney and must include:
  - (1) Written allegation prepared by the Department Head, Director of Human Resources, or City Attorney and signed by the complainant.
  - (2) An investigative plan.
  - (3) Record of investigation results.
  - (4) Damage the victim suffered as a result of conduct.
  - (5) Statement regarding how the victim would like the matter settled.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 6: Discrimination and Harassment

Page 2 of 3

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (6) How retaliation will be prevented.
- (7) Documentation of appropriate feedback, including to the victims or reporting parties.

Harassment complaint files shall be opened and released only by authorization of the Human Resources Director, City Attorney or a Court of Law.

3. **RETALIATION**

Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing relative to discrimination or harassment.

- (A) Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.
- (B) Retaliation is an additional and separate disciplinary offense.
- (C) Retaliation may consist of, but is not limited to, any of the following:
  - (1) Open hostility;
  - (2) Exclusion or ostracism;
  - (3) Special or more closely monitored attention to work performance;
  - (4) Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

## **SECTION 7: EMPLOYEE CODE OF CONDUCT**

---

1. **PROFESSIONALISM** - Price Municipal Corporation is a professional organization whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to efficiently carry out their respective assignments, to maintain good moral conduct, and to maintain good working relationships with their supervisors, fellow employees, the public, and other governmental and quasi governmental employees and officials.
2. **PRIVILEGED INFORMATION** - Price Municipal Corporation employees involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any Price Municipal Corporation plan or activity, this situation must be disclosed and reported to the employees' direct supervisor, Department Head or other Price City management immediately. Each employee is charged with the responsibility of ensuring that only information that should be made available to the general public is released, as required in the Government Records Access and Management Act.
3. **CONFLICT OF INTEREST** – Employees of Price City are required to declare to their department head any actual or potential conflicts of interest between their official Price Municipal Corporation public duties and their private interests. This declaration is intended to include inter-personal relationships impacting employment beyond the Price Municipal Corporation formal nepotism policy. It is not the intent of this policy to deny any employee the opportunity of free association afforded any other citizen. It is intended to promote the public interest and strengthen the faith and confidence of employees and citizens in the integrity of their government.
4. **CONFIDENTIALITY**- Price Municipal Corporation employees have an unquestionable right to expect that all personal information about themselves, their illnesses, their families and financial circumstances be kept confidential. Every employee has an obligation to protect this confidence. Price Municipal Corporation employees shall never discuss confidential information with others who are not authorized to receive it, either inside or outside the office. Each employee is charged with the responsibility of ensuring that only information that should be made available to the general public is released, as required in the Government Records Access and Management Act.
5. **GIFTS AND GRATUITIES** - Price Municipal Corporation employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or item of monetary value from any person seeking to obtain business with Price Municipal Corporation, or from any person within or outside Price Municipal Corporation

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 1 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

employment whose interests may be affected by the employee's performance or nonperformance of official duties. Price Municipal Corporation employees will not accept gifts or gratuities except under circumstances allowed by the Utah Public Officers' and Employees' Ethics Act Section 10-3, 1304, et. seq., Utah Code Annotated, 1953 as amended.

6. **ATTENDANCE** - Regular attendance and punctuality are essential to providing high quality work, service to customers, and to avoid creation of extra work for fellow employees. Therefore, when an employee is going to be late or will not be able to report to work, the employee must notify his/her supervisor prior to the scheduled work time. If the employee is ill or has an emergency, he/she should notify his/her supervisor as soon as possible on each day of absence.
7. **TARDINESS** - When an employee is tardy he/she will be penalized for the time lost. As set forth below and unless otherwise indicated, a grace period is allowed before the lost pay time is put into effect. The allowance and penalties are calculated in increments of 1/4th of an hour as follows:

<u>Clock In</u>	<u>Lost Pay Time</u>
5:59 minutes late	No lost time pay
6:00 minutes late	1/4 hour lost pay
21:00 minutes late	1/2 hour lost pay
36:00 minutes late	3/4 hour lost pay
51:00 minutes late	1 hour lost pay

Chronic offenders (more than twice a month or other patterns of tardiness observed and documented) may not be allowed the grace period of six minutes if the supervisor so decides. Employees should not punch in more than six (6) minutes before the start of the shift or punch out more than six (6) minutes after the end of a shift unless on approved overtime.

8. **APPEARANCE** - Price Municipal Corporation expects its employees to present a favorable impression during any contact with the public. All employees are expected to maintain a neat and clean personal appearance. Standards of dress and grooming shall be appropriate to the job and the tasks to be accomplished and will conform to the contemporary standards of the community. Radical departures from conventional dress or personal grooming standards shall not be permitted, regardless of the job performed. Employees are expected to dress in a manner that is normally acceptable in their line of work and to ensure personal employee safety.

All employees shall wear shirts, pants, skirts or dresses, and shoes, except for swimming pool personnel as permitted by the Department Head. Office employees, particularly those who interact or meet with the public, are expected to wear businesslike attire. The

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 2 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

wearing of sexually suggestive attire (short shorts, mini skirts, low cut or revealing tops), t-shirts with inappropriate logos, writing or pictures, tank tops and similar items of casual attire are not permitted. Semi-casual attire may be permitted when and where the Department Head deems such apparel appropriate.

Beards and mustaches should be neatly trimmed and kept short enough to avoid the potential to become a safety problem. As a general guideline (head hair, beards, sideburns, and mustaches) shall not extend beyond a reasonable length that may create a safety hazard or draw undesired attention from the community at large. Long hair will be tied back or combed in such a manner that it not only looks professional but it also avoids the risk to personal safety. A supervisor may forbid or require certain standards of attire or grooming if there is a bona-fide safety requirement involved.

Employees who are uncertain about the appropriateness of their work attire or personal grooming should address their questions to their immediate supervisors or Department Head.

The Mayor and City Council reserve the right to require or forbid, within the constraints of the law and reasonableness, standards of conduct, dress and grooming for all Price City employees.

9. **SMOKING** - In compliance with the Utah Indoor Clean Air Act smoking is not permitted within 25 feet of Price Municipal Corporation facilities. Price Municipal Corporation maintains a smoke and tobacco free environment in and on all Price City owned, leased, rented or operated vehicles and equipment. No smoking or use of tobacco products includes but is not limited to cigarettes, pipes, cigars, snuff, chewing tobacco or vaping.
10. **PERSONAL USE OF PRICE MUNICIPAL CORPORATION CHATTEL PROPERTY BY PRICE MUNICIPAL CORPORATION EMPLOYEES<sup>1</sup>**. Price Municipal Corporation wants to ensure that employees that use Price Municipal Corporation chattel property do so according to state law and within the best interest of Price Municipal Corporation. Price Municipal Corporation believes that the best way to accomplish this is to establish guidelines for the proper use of Price Municipal Corporation chattel property and explicitly authorize personal use of Price Municipal Corporation property by employees so long as the use is de minimus, incidental and consistent with these guidelines and the sections below.
  - A. Employee is authorized to use or possess Price Municipal Corporation public property to fulfill job duties;
  - B. The primary purpose or the use or possession of Price Municipal Corporation public property is to fulfill job duties;

---

<sup>1</sup> Section added 2020 to ensure compliance with 2019 HB 163.

- C. Use of Price Municipal Corporation public property cannot interfere with the employee's primary duties or Price Municipal Corporation operations;
- D. A use of Price Municipal Corporation public property is for Price Municipal Corporation training and/or skill development;
- E. Public value or use or possession of Price Municipal Corporation public property by an employee substantially outweighs any personal benefit to the employee;
- F. Employee use of Price Municipal Corporation public property has been pre-authorized by the respective Department Head in compliance with Price Municipal Corporation policy;
- G. Use or possession of Price Municipal Corporation public property imposes little or no cost to Price Municipal Corporation;
- H. Any use of Price Municipal Corporation public property is brief, limited in scope and of reasonable duration;
- I. Employee use of Price Municipal Corporation public property does not interfere with the use of the same property for official Price Municipal Corporation business;
- J. Use of Price Municipal Corporation public property does not disrupt the performance of the employee's official duties; and,
- K. Employee use of Price Municipal Corporation public property does not create risk of liability or harm to Price Municipal Corporation including reputational damage and does not violate any law or Price Municipal Corporation policy;
- L. Use of Price Municipal Corporation public property is not for private financial gain;
- M. The Price Municipal Corporation public chattel property or space is provided by Price Municipal Corporation as an employee convenience, such as lunchrooms, breakrooms, kitchens, restrooms, fitness equipment, nursing facilities, lockers or other similar accommodations or equipment provided as an employee benefit;

**11. PERSONAL USE OF PRICE MUNICIPAL CORPORATION OFFICE ITEMS**

- A. Postage Meters - No employee shall be allowed to use Price Municipal Corporation owned postage metering machines at any time for posting and mailing of any material of a personal nature.
- B. Fax, Copying Machines, and Printing Devices - Any employee desiring to use Price Municipal Corporation owned fax machines, copying machines, or any other printing devices for items of a personal nature may do so by paying for such incremental use at the employee rate which is in effect at the time of use.
- C. Telephone Calls (including cell phones)
  - (1) Employees must pay for personal long distance phone calls made on Price Municipal Corporation owned telephones.
  - (2) All employees will use Price Municipal Corporation owned telephones for local personal calls judiciously. Local telephone calls will be limited to

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 4 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

necessity and must not disrupt the carrying out of employees' official Price City employment responsibilities.

12. **PRICE MUNICIPAL CORPORATION COMPUTER AND COMMUNICATION SYSTEM**

- A. Price Municipal Corporation has provided electronic equipment, network access points, and other communication services and equipment to help City employees accomplish the goals and objectives of Price Municipal Corporation. These may include but are not limited to the following: personal computers, laptops, e-mail, voice mail, fax machines, telephone systems, cellular phones, pagers, internet access, intranet, remote access connections (any City network access), video conferencing equipment, telecommuting equipment, etc. All data, information, messages, programming, or communications created, developed, sent, stored, or transmitted, from any location, on the system shall be known as the Computer and Communication System and will be referred to as the System in this policy. The System is the property of Price Municipal Corporation.
- B. Price Municipal Corporation shall consider use of the System by employees for personal reasons acceptable under the following conditions: a) The use is brief and does not interfere with City work; b) The use does not subject Price Municipal Corporation to any additional cost or liability; and c) Prior authorization for its use has been given by the employee's supervisor or Department Head.
- C. Upon approval of the Department Head and Mayor, Price Municipal Corporation may use internet blocking or filtering software to limit an employee's access to sites which the City deems inappropriate. Price Municipal Corporation employees who access the Internet are responsible for materials viewed, downloaded, printed, or transferred to the System. Price Municipal Corporation is not responsible for materials on the Internet. It is the employee's responsibility to immediately disconnect from any pornographic or other inappropriate or offensive material which may be inadvertently or accidentally encountered while using the System.
- D. Employees have no expectation of privacy regarding any use of the System. Price Municipal Corporation reserves the right to monitor any use of the System at any time. By virtue of employment with Price Municipal Corporation and the use of the System, employees voluntarily consent to whatever monitoring Price Municipal Corporation, in its sole discretion, decides to conduct which may include the interception of and review of e-mail, voice mail, telephone calls, fax, computer use, internet use, intranet use or other communications made using the System.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 5 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



- E. Price Municipal Corporation shall not, as a matter of routine, monitor any employee's use of the System. When there are reasonable grounds to suspect misuse or abuse, the Department Head will review the situation to determine if there is a violation of policy, determine what action needs to be taken, and determine whether any type of monitoring needs to occur. Covert recording, scanning or photocopying of Price Municipal Corporation materials by employees is prohibited and may be considered a violation of this Policy leading to disciplinary action up to and including termination<sup>2</sup>.
- F. Employees have a responsibility to protect the System. The following actions are not permitted: a) Disclosing, sharing or using any System or user account without proper authority; b) Breaking into or attempting to break into someone else's user account; c) Viewing, copying or altering documents or files without prior authorization by the creator or owner thereof; and d) Defeating or attempting to defeat a password protected document or file which does not belong to the employee.
- G. All user accounts and passwords are considered to be the property of Price Municipal Corporation and shall be disclosed to a supervisor upon request.
- H. Employees are prohibited from using the System for any improper or illegal purpose including, but not limited to, transmitting, obtaining, accessing or viewing the following types of messages or materials: a) Materials that are harassing, threatening or annoying; b) Messages or materials sexually explicit in nature and/or considered "X-rated" whether in written, photographic, animation, or audio format including sexually explicit games, executable files, programs, chat rooms, mailing lists, newsgroups, and bulletin boards; c) Nude or seminude images exposing genitals, buttocks, and/or female breasts whether in photographic or animation format; d) Messages or materials that insult, defame, degrade, threaten, or discriminate against a person's sex, gender, race, color, national origin, religion, age, disability, citizenship of any country or any other classification protected by law; e) Messages or materials involved with wagering and gambling; and (f) Messages or materials of a terroristic or militant nature.
- I. Employees are prohibited from disrupting, burdening or altering the System unless given proper authorization by the Information Systems Department Head and the employee's Department Head. This includes, but is not limited to the following: a) Downloading, installing or using software that is not authorized or provided by Price Municipal Corporation for City business use; b) Installing, connecting or attaching non-approved hardware devices, portable peripherals, etc; c) Accessing or connecting to streaming audio or video located on the Internet,

---

<sup>2</sup> Covert recording, scanning, copying concept added 2020. Based on recommended language from Bullet Proof Employee Handbooks author Jane Easter Bahls

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 6 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

such as, online radio stations, is not permitted during normal business hours; and d) Intentionally, knowingly, or recklessly disrupting or damaging any part of the System. Also, all authorized material downloaded or used with the System requires a complete approved virus scan.

- J. E-mail is to be used for Price Municipal Corporation business which includes communications with other Price Municipal Corporation departments, governmental entities and private sector entities in order to conduct Price City business. Although Price Municipal Corporation does not prohibit all personal use of e-mail, a common sense approach should be applied. Acceptable personal use of Price City e-mail includes communication that is brief, does not interfere with City work, and does not subject Price Municipal Corporation to any additional cost or liability. Unacceptable or prohibited use of e-mail is any violation of the requirements set forth in this policy that includes, but is not limited to the following: a) Excessively or continually sending and/or receiving non-business related material such as chain letters, jokes, newsletters, gambling, lottery or other related material; and b) Opening, viewing or downloading e-mail attachments received from non-business or questionable sources. This includes file attachments located on a personal or non-city e-mail account which is accessed using the Price Municipal Corporation Computer System.
- K. Anyone who violates this policy will be subject to disciplinary actions contained in Price Municipal Corporation's policies and procedures, up to and including termination of employment. If an employee needs to access restricted material for a specific Price Municipal Corporation work related purpose, it must be done with the approval of the employee's Department Head.
- L. Anyone who becomes aware of a violation of this policy or who believes he/she has been subjected to or injured by the misuse of Price Municipal Corporation owned equipment should immediately report this to his/her Department Head. The report should be submitted to the Mayor if the Department Head is the person suspected of misuse. If possible, preserve any evidence or documentation of the violation. While being investigated, all incidents and reports thereof will be kept confidential to the extent reasonably practicable. Retaliation against anyone reporting possible violations of this policy will not be tolerated. Any retaliation should be reported immediately to the Department Head or Human Resources Director.

### 13. **CELLULAR PHONES**

- A. Price Municipal Corporation may provide a cell phone allowance in lieu of paying for cell phone equipment and service contracts to employees when there is a definite need to maintain communication at all times between such employees and Price Municipal Corporation.

#### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 7 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- B. Authorization to receive a cell phone allowance must be approved by the employee's supervisor and department head and will be documented by a properly completed Cell Phone Allowance Authorization form.
- C. Payment of a cell phone allowance does not transfer or establish any equipment or usage rights or responsibilities to Price Municipal Corporation. Ownership and responsibility for selection, use, replacement, and operation of the cell phone shall reside with the employee.
- D. Personal cell phone use during work is a privilege and not a right. Personal cell phone use cannot interrupt the flow and productivity of individual employee duties or the work of teams and departments. Use of personal cell phones at work cannot compromise the safety of the user or others. Personal cell phone use during work hours can be suspended by supervisors regardless of whether an allowance is paid or not. Inappropriate cell phone usage while working includes but is not limited to excessive personal use vocal or text, watching television or movies, making illegal recordings, or taking inappropriate or unauthorized pictures. Use of cell phones while operating Price Municipal Corporation vehicles and equipment is strongly discouraged and all use of cell phones while operating Price Municipal Corporation vehicles and equipment shall comply with restrictions thereon imposed by the State of Utah<sup>3</sup>.

**14. LOANING AND USE OF PRICE CITY EQUIPMENT, SUPPLIES AND MATERIALS OWNED BY PRICE MUNICIPAL CORPORATION**

All equipment, supplies and materials belonging to Price Municipal Corporation shall not be loaned to private citizens or Price Municipal Corporation employees for any purpose except under the following conditions:

- A. In cases of extreme emergency in which Price Municipal Corporation property and/or the health, safety and welfare of its citizens may be in jeopardy, Price Municipal Corporation personnel may furnish equipment, material or supplies owned by Price Municipal Corporation to others for use and return to Price City. No equipment will be loaned without a qualified operator attending to its use. The borrowing or use of Price Municipal Corporation equipment, supplies or materials requires the written approval of the Department Head. Price Municipal Corporation personnel are cautioned to avoid participation in situations which may create unnecessary liability exposure for Price Municipal Corporation.
- B. Water and Sewer Department personnel may, in their discretion, loan sewer tapes and water pumps to individuals and entities to temporarily relieve emergency

---

<sup>3</sup> Reference to State of Utah cell phone use restrictions added 2020.

water and sewer problems associated with the Price City water or sewer utility systems.

Price Municipal Corporation may cooperate with other governmental entities in the loaning of equipment, materials and supplies. All such transactions shall be at the discretion of the appropriate supervisor and Department Head of the Department from which such items are requested.

Equipment is defined as any item owned by Price Municipal Corporation, including, but not limited to, vehicles, power tools, hand tools, mechanic tools, compact power saws and engineering equipment. Supplies and materials are defined as any expendable item including, but not limited to, gasoline, diesel, oil, water and sewer pipe, weed spray, paint, etc.

This policy applies to all Price Municipal Corporation personnel, off duty employees, and to all Price City residents, groups or businesses.

Following is the procedure for loaning Price Municipal Corporation equipment, supplies and materials:

- (1) Citizens, other local governmental agencies, or groups wanting to borrow Price Municipal Corporation equipment, supplies and materials shall submit their requests to the Department Head having responsibility for the equipment, supplies and materials requested.
- (2) Supervisors/Department Heads shall, after determining that a request is in compliance with this policy, make a written record of the item(s) loaned and state a specific time for return thereof. Borrowers shall be advised that they are responsible for the timely return of the loaned equipment as well as replacement of any lost, stolen or damaged equipment.

**15. TIME SHEETS OR DAILY LOGS**

- A. All employees of Price Municipal Corporation are required to maintain an accurate and legible record of all their hours worked or leave taken for Price Municipal Corporation on time sheets or daily logs.
- B. Time sheets will be signed and dated by the employee and supervisor and forwarded to the Price Municipal Corporation accounting department for payment.

**16. CREDIT CARDS** - Price Municipal Corporation credit cards shall be used for official business only, and shall not be used for personal purchases.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 9 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

17. **OUTSIDE ACTIVITIES** - Price Municipal Corporation employees shall not use Price Municipal Corporation owned property in support of outside interests and activities when such use would compromise the integrity of Price Municipal Corporation or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to Price Municipal Corporation business, public office, or service club, shall:
- A. Pursue the outside activity on the employee's own time;
  - B. Pursue the outside activity away from Price Municipal Corporation offices;
  - C. Discourage any phone, mail or visitor contact related to the outside interest at Price Municipal Corporation offices;
  - D. Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours; and
  - E. Except as provided in subsections 10 and 11 of this Section VII, not use data processing equipment, postage metering machines, copiers, fax machines or other Price Municipal Corporation owned equipment or supplies for the employee's outside interest.

18. **POLITICAL ACTIVITY**

- A. An employee shall not be coerced to support a political activity or candidate for political office, whether personal or Price Municipal Corporation funds or time are involved.
- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use Price Municipal Corporation owned equipment, supplies or resources, and other attendant expenses (diskettes, paper, computer online and access charges, etc.) when engaged in political activity.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political party affiliation or activities.
- E. An employee shall not use the employee's title or position while engaging in political activity.

19. **SECONDARY EMPLOYMENT**

- A. Price Municipal Corporation employment is primary.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page **10** of **20**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (1) Full-time employment with Price Municipal Corporation shall be the employee's primary employment. Price Municipal Corporation employees are permitted to engage in secondary or outside employment under the following guidelines. Outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.
- (2) Employees are required to provide written notification to the supervisor or Department Head, using the Employee's Notice of Secondary Employment before starting any secondary or outside employment. This notification should include the following information:
  - (a) The employer's name, business name, and business address;
  - (b) A general overview of the type of business engaged in by the secondary employer; and
  - (c) The specific duties engaged in by the employee at his/her secondary employment;

B. Price Municipal Corporation's approval process.

- (1) The supervisor or Department Head shall review the information contained in the Employee's Notice of Secondary Employment and determine whether the employee's secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:
  - (a) Whether the secondary employment reasonably articulates some factor or factors which could negatively impact an employee's job with Price Municipal Corporation. For example, could the secondary employment be reasonably expected to impose excessive physical and/or mental strain on the employee;
  - (b) Whether the secondary employment could create a conflict of interest with the employee's employment with Price Municipal Corporation; or
  - (c) Whether the secondary employment is illegal, immoral or unethical.
- (2) A final decision shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment. The employee:

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page **11** of **20**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (a) Shall abide by that decision;
- (b) May appeal the decision by following the Price Municipal Corporation grievance procedures; or
- (c) May voluntarily resign his/her employment with Price Municipal Corporation.

## 20. **REMOTE WORKING**

1. General. This policy shall apply to all Price Municipal Corporation employees that may become authorized to work remotely as a primary job function. It is important to understand that the work of Price Municipal Corporation, as a unit of local government, is performed by people with varying degrees of ability, job understanding and ability to function effectively and efficiently in a remote work environment. Remote work allows employees to work in an off-site non-traditional work location for all or part of the workweek. Remote work does not reduce or diminish the ultimate goal of Price Municipal Corporation to provide quality municipal programs and services to residents as efficiently as possible and at the best return on investment for their tax dollars. Remote work assignments or authorizations may be made or provided by Price Municipal Corporation for employees that the remote work arrangements mutually benefit both Price Municipal Corporation and the employee. Remote work may take place on a temporary, permanent or semi-permanent, rotation or in other scheduled formats authorized by Price Municipal Corporation. Remote work may also be termed telecommuting, web commuting, flexible work, or Work From Home (WFH) in a synonymous manner and meaning. For purposes of this section and the overall Price City Policy and Procedure Manual the term Remote Work shall be used. Work tasks performed remotely by Price Municipal Corporation employees may be informal and short-term or more formal and long-term as dictated by the work tasks, individual employee performance and capacity, and job description. Remote work authorizations shall be made on a case by case basis and the considerations identified below used to guide remote work authorization decision making. Remote working is not a Price Municipal Corporation benefit and it no way changes the terms and conditions of employment with Price Municipal Corporation. Either Price Municipal Corporation or an individual employee may suggest that a remote working arraignment be considered and authorized.
2. Considerations.
  - a. A remote work schedule shall not detract from Price Municipal Corporation's objectives of providing customer service and value to the community served, completion of projects, needs of management and/or staff.

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 12 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- b. Remote work schedules shall not cause a bona-fide negative impact to other Price Municipal Corporation employees or departments that result in undue hardships on those employees or departments.
- c. Remote working is designed to allow and facilitate the completion of Price Municipal Corporation work product outside of the traditional work location. It is not designed to facilitate employee personal tasks and needs nor is it designed to be a replacement for appropriate dependent care.
- d. Remote working, in and of itself, shall not have an impact on employee salary or benefits. The employee's position and role with Price Municipal Corporation shall remain unchanged.
- e. Remote working is not an entitlement or a benefit. Remote working does not change the obligations and responsibilities of the employee to complete work tasks identified in the respective employee's job description, or of Price Municipal Corporation. Further, the at-will status of the employee does not change.
- f. Remote working authorization may be amended, terminated, suspended or revoked at any time by Price Municipal Corporation.
- g. Remote working may be utilized in response to requests for reasonable accommodation under the Americans with Disabilities Act (ADA) or the Occupational Health and Safety Act (OSHA).

### 3. Employee Eligibility

- a. Only Price Municipal Corporation employees in good standing (not in violation of laws, or policy, or current/pending disciplinary actions) may be eligible for remote working authorization. Remote working authorization shall be determined by the employee's direct supervisor and based on the above considerations as well as the employee's suitability and performance. Not all employees and/or positions are well-matched or eligible for remote working. It is important for a remote working employee and the remote working employee's supervisor to understand the fluidity of a remote working employee's workday and the inherent peaks and troughs in that workday differing from those experienced in traditional on-site work.
  - i. Position Suitability.
    - 1. Position allows for measurement of work output and performance without physical presence of the employee in the primary/traditional work location.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 13 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



2. Position duties do not require regular or continual direct management oversight and regular face-to-face interactions.
3. Position does not require regular use, or complex use of on-site tools, hardware, equipment or inventory. Position allows for electronic access to necessary information and fellow employees and customers/community members.
4. Position allows for secure electronic access as identified or required by Price Municipal Corporation.
5. Position allows for the remote working employee to bring face-to-face interactions into a virtual workspace without compromising work output and individual interactions.

ii. Employee Suitability.

1. Individual employee utilizing remote work shall demonstrate strength as reliable and professional in a self-directed work capacity. Employee shall demonstrate the ability to manage time and work independently.
2. Employee shall demonstrate the ability to interact with fellow Price Municipal Corporation employees and customers via telephone, email, instant message, remote access tools, etc.
3. Employee shall have the ability to complete assignments on schedule and to the satisfaction of the employee's supervisor without daily presence on site at the primary/traditional work location.

iii. Employee Performance Requirements.

1. Employee shall maintain satisfactory or better annual performance reviews and meet all work load and work product expectations identified in the job description.
2. Employee shall be in good standing, which includes but is not limited to, no recent or active written disciplinary actions, no active performance improvement plans, no other disciplinary documentation or communication.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page **14** of **20**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

4. Remote work environment. Any Price Municipal Corporation employee working remotely shall establish an appropriate remote work physical environment within the remote work location (employee home for work from home) for Price Municipal Corporation work purposes. The remote work environment shall be safe, free from disruptions and distractions, conducive to work product productivity.
  - a. Price Municipal Corporation, may, at its sole discretion, and with reasonable written notice, inspect the remote work physical environment for workplace safety at the beginning of the remote work arrangement and at any reasonable or justified interval determined necessary by Price Municipal Corporation thereafter. Revocation of remote work authorization may be made if an unsafe remote work physical environment is determined by Price Municipal Corporation. As with the traditional work environment, and pursuant to this Policy, any workplace accidents or injuries must be reported. Price Municipal Corporation may inspect and document the remote work physical environment in the event of a reported workplace accident or injury.
  - b. Any employee's denial of a Price Municipal Corporation written reasonable request to inspect the remote work physical environment is grounds to terminate or discontinue the employee's Remote Work authorization.
  - c. Price Municipal Corporation shall approve the use of, or provide, all electronic devices used in a remote work capacity to ensure data safety and security protection requirements.
  - d. The remote working employee is personally responsible to establish, furnish and maintain the physical remote work area. The remote working employee is personally responsible for all costs associated with establishing, furnishing and maintaining the remote work area.
5. Additional remote work components. Employees working remotely and the employee's direct supervisor shall discuss and address the following for authorization of remote work:
  - a. Employee work schedule. The employee and the direct supervisor shall agree on the weekly remote working schedule as well as the time(s) the employee is expected to be on-line, available and working.
  - b. Non-Exempt employees. Non-exempt employees working remotely shall be required to 'clock in' and 'clock out' to ensure accurate tracking of all hours worked in compliance with labor law. Remote working employees, who are not exempt from the overtime requirements of the Fair Labor Standards Act, shall be required to record all hours worked. Price Municipal Corporation shall provide remote time-clock access for remote working employees. Remote working, in

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 15 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



7. Termination of remote work arrangement. Price Municipal Corporation reserves the right to review, modify or discontinue the remote work for any employee at any time at its sole discretion. In the event that a remote working employees remote work arrangement is discontinued and the employee elects not to return to the standard/traditional (on-site) work arrangement and environment, the employee may be determined to be in violation (job abandonment; voluntary resignation) of the Price City Policy and Procedures Manual and subject to disciplinary action up to and including termination. Nothing in this section or this Policy guarantees an Employee of Price Municipal Corporation the right to remote work for any specific term.
  
8. Remote working physical environment safety recommendations / checklist. It is expected that each remote working employee shall review the checklist below for individual compliance a minimum of two (2) times per year.
  - ✓ Working smoke detector; working CO2 detector.
  - ✓ No flammable materials are stored in the remote work location in an unsafe manner.
  - ✓ Fire extinguisher that is readily accessible in the remote working location.
  - ✓ Temperature, noise, ventilation and lighting levels appropriate for normal level of work performance.
  - ✓ Electrical equipment free of any recognized hazards that have the potential to cause physical harm, including but not limited to frayed wires, bare conductors, loose wires, etc. Electrical circuits are not overloaded.
  - ✓ Safe exit paths exist from the remote work location.
  - ✓ Adequate personal safety and first aid supplies are on-hand and accessible.
  - ✓ No excessive use of extension cords or power strips.
  - ✓ All phone lines, electrical cords, extension wires secured in a non-trip and fall manner away from walking areas.
  - ✓ Overhead storage shelves and cabinets are secured firmly and not overloaded.
  - ✓ Air quality and ventilation are adequate in the remote work location.
  - ✓ Clear aisles, doorways, corners of obstructions to permit visibility and movement.
  - ✓ File cabinets, storage closets, drawers to not open into walkways.
  - ✓ Chairs do not have loose wheels or casters, rungs of legs of chairs are sturdy.
  - ✓ Work space is neat, clean and free of excessive amounts of combustibles.
  - ✓ Floor surfaces are clear, clean, dry and free from worn/frayed seams.
  - ✓ Window treatments that block outside visibility of the remote work location, if needed.
  - ✓ Remote workplace ergonomics are considered and implemented for safety and injury protection. See section below.
  - ✓ Limited or no customer access and/or Price Municipal Corporation deliveries to the remote work location.
  - ✓ No disposal of sensitive or restricted confidential materials in the garbage (shred).
  - ✓ Remote workplace physical space allows for confidential telephone communications.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 17 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- ✓ Limited or no disclosure to individuals outside of Price Municipal Corporation that the employee is working remotely to discourage contact at the remote work location.
9. Remote working ergonomics recommendations. Ergonomics is important regardless of the work location. Remote working employees shall maintain an ergonomically correct and functional work space in the interest of workplace safety and work throughput productivity. It is the responsibility of the remote working employee to establish and maintain equipment and/or ergonomic needs in the remote work location to ensure a safe and productive work environment. The following shall be considered and implemented by the remote working employee as it relates to ergonomics:
- a. Head, neck and Eyes.
    - i. Computer monitor should be about an arm's length away for eye comfort.
    - ii. The top of the computer monitor should be at eye level, so the viewing level is slightly below eye level.
    - iii. Documents should be at an even height with the monitor.
  - b. Spine and Back.
    - i. Chairs should have lumbar support; the back should be pressed against it.
  - c. Shoulders.
    - i. Shoulders should be relaxed and arms naturally at the sides of the body.
    - ii. Mouse or other devices should be near the keyboard and easy to reach.
  - d. Elbows.
    - i. Elbows should be at 90 degrees or greater and close to the torso.
    - ii. Elbows should float naturally without resting on armrests during typing tasks.
  - e. Wrist and Hands.
    - i. Forearms should lead into the hand in a straight line.
    - ii. Wrists and hands should float naturally over the keyboard.
    - iii. Fingers should be relaxed when typing.
    - iv. Mouse or other devices to be gripped with a relaxed grasp and not held onto when not in use.
  - f. Lower Extremities.
    - i. Seat pan should be large enough to support the body but short enough such that there is space between the seat and the back of the knee.
    - ii. Knees should be bent slightly greater than 90 degrees.
    - iii. Feet should be firmly on the floor or on a footrest.

## 10. Remote working equipment.

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page 18 of 20

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- a. Remote working equipment supplied by Price Municipal Corporation shall be maintained and managed by Price Municipal Corporation. The remote working employee shall take appropriate actions to protect Price Municipal Corporation equipment located at a remote work location from damage or theft.
- b. Remote working employee may be required to provide equipment back to Price Municipal Corporation for inspection, maintenance, software updates, or other reasons or purposes deemed necessary by Price Municipal Corporation. Equipment may be subject to periodic inspection at the sole discretion of Price Municipal Corporation.
- c. Remote working employee shall immediately notify Price Municipal Corporation of any failure or malfunction of Price Municipal Corporation equipment used in a remote working environment. Price Municipal Corporation shall repair or replace the equipment as necessary.
- d. Any personal equipment or supplies used by a remote working employee shall not be maintained by Price Municipal Corporation and shall be the sole responsibility of the remote working employee. Price Municipal Corporation shall not be responsible for damage or repairs to a remote working employee's personal equipment nor shall Price Municipal Corporation be responsible for the depletion of personal supplies or inventories utilized by remote working employees.

11. Remote working keys to success, expectations.

- a. Remote working employees shall be expected to stay connected and be accessible at all times during scheduled working hours. This expectation includes time clock management for meal breaks.
- b. Remote working employees shall be expected to communicate frequently with customers and fellow employees using various technology mediums. Remote working employees shall establish work product deliverables with their respective supervisor.
- c. Remote working employees shall be expected to establish a remote working workspace that is conducive to efficiency and productivity.

12. Remote working expenses. Price Municipal Corporation employees working remotely may incur bona-fide work related expenses not directly addressed in this policy. If any direct expenses are incurred and authorized in advance by Price Municipal Corporation, Price Municipal Corporation shall reimburse the remote working employee.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 7: Employee Code of Conduct

Page **19** of **20**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

13. Tax and other legal implications. It is the responsibility of the individual employee to determine any tax or legal implications under Internal Revenue Service (IRS), state or local government laws, and/or restrictions regarding remote working, specifically Working From Home. Responsibility for fulfilling all obligations in this area rests solely with the employee.
14. Remote working employee liability. Price Municipal Corporation assumes no liability for any injury to persons or property, including the remote working employee, that occur outside of the established and authorized remote work physical location or outside of the documented remote working employee's work hours. The remote working employee shall be wholly liable for any injuries or damage to other persons that occurs at the remote work location.
15. Indemnification. While an employee may be remote working the respective Price Municipal Corporation department and the employee's legal and regulatory responsibilities remain as if working on site in a traditional manner. The remote working employee, via this policy acceptance and acknowledgement, agrees to defend Price Municipal Corporation, its employees and officers and agents from and against any and all claims, demands, or liability (including any related to losses, costs, expenses, and attorney's fees) resulting from or arising in connection with injury or death of persons (except those specifically work related injuries to the remote working employee in the remote work area, during working hours that are covered by Workers Compensation Insurance provide by Price Municipal Corporation) or damage to property, caused directly or indirectly, by the services provided by the remote working employee or by willful misconduct or negligent acts or omissions in the performance of duties and obligations under this Policy, except where claims, demands or liability arise solely from gross negligence or willful misconduct of Price Municipal Corporation.

## **SECTION 8: DISCIPLINARY ACTION**

---

### **1. GENERAL POLICY**

- A. It is the policy of the Price Municipal Corporation that management will inform its employees about the type of personal behavior and conduct that is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to inform themselves and to observe rules of conduct necessary for the proper operation of Price Municipal Corporation government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, up to and including termination, may be imposed for misconduct.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Price Municipal Corporation personnel record.
- E. Disciplinary action may be imposed on an employee on or returning from FMLA leave for behaviors or conditions created by the FMLA condition, but not for the FMLA condition itself<sup>1</sup>. No retaliatory actions shall be permitted.
- E. Price Municipal Corporation does not utilize unionized/organized labor. Price Municipal Corporation may, at its sole option, choose observe the spirit of the Weingarten Rule. The Weingarten Rule allows an employee that is involved with an investigatory interview that the employee believes may lead to disciplinary action to have a neutral 3<sup>rd</sup> party present during workplace investigations or interviews. The neutral 3<sup>rd</sup> party cannot be a family member or attorney. This is only available during an investigatory interview wherein a supervisor may question an employee to obtain information which may be used as the basis for disciplinary action or the employee is asked to defend his or her conduct.

### **2. TYPES OF DISCIPLINARY ACTION**

- A. Verbal Warning

---

<sup>1</sup> Clarified disciplinary action for behaviors resulting from a potential FMLA condition 2020 based on HR Law seminar.



- (1) Whenever grounds for disciplinary action exist, and the supervisor or Department Head determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.
- (2) Whenever possible, a reasonable time-frame for employee improvement should precede additional disciplinary action.

**B. Written Reprimand**

- (1) The supervisor or Department Head may reprimand an employee. The supervisor or Department Head shall furnish the employee with a written reprimand setting forth the reason(s) justifying the reprimand.
- (2) A copy of the written reprimand, signed by the supervisor or Department Head and the employee, shall be permanently placed in the employee's Price Municipal Corporation personnel file. If the employee refuses to sign the form, the supervisor or Department Head will so indicate in writing.

**C. Suspension**

- (1) The supervisor or Department Head may suspend an employee, with or without pay, for up to, but not exceeding, thirty (30) calendar days for cause.
- (2) When suspending an employee, the supervisor or Department Head shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled "Imposing Disciplinary Action".
- (3) On or before the effective date of the suspension, the supervisor or Department Head shall furnish the employee with a written suspension notification setting forth the reason(s) for suspension.
- (4) A copy of the suspension notification, signed by the supervisor or Department Head and the employee, shall be permanently placed in the employee's Price Municipal Corporation personnel file. If the employee refuses to sign the form, the supervisor or Department Head will so indicate in writing.
- (5) An employee on suspension shall be responsible for making full

employee contributions to his/her employee medical insurance benefits and payment of any other amounts due to Price Municipal Corporation<sup>2</sup>.

D. Demotion

- (1) The supervisor or Department Head may demote, or reduce in grade, an employee for cause or provide for reasonable accommodation in appropriate circumstances.
- (2) When demoting an employee, the supervisor or Department Head shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".
- (3) On or before the effective date of the demotion, the supervisor or Department Head shall furnish the employee with a written demotion notification setting forth the reason(s) for demotion.
- (4) A copy of the demotion notification, signed by the supervisor or Department Head and the employee, shall be permanently placed in the employee's Price Municipal Corporation personnel file. If the employee refuses to sign the form, the supervisor or Department Head will so indicate in writing.

E. Transfer

- (1) The supervisor or Department Head may transfer an employee (with the exception of a probationary employee) by furnishing the employee with a written transfer notification.
- (2) A copy of the transfer notification, signed by the supervisor or Department Head and the employee, shall be permanently placed in the employee's Price Municipal Corporation personnel file. If the employee refuses to sign the form, supervisor or Department Head will so indicate in writing.

F. Termination

- (1) The supervisor or Department Head may terminate an employee for cause.
- (2) When terminating an employee for cause, supervisor or

---

<sup>2</sup> Other amounts may include payroll advances, equipment purchases, etc.

Department Head shall follow the due process procedures hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".

- (3) On or before the effective date of the termination for cause, the supervisor or Department Head shall furnish the employee with a written termination notification setting forth the reason(s) for termination.
- (4) A copy of the termination notification, signed by the supervisor or Department Head and the employee, shall be permanently placed in the employee's Price Municipal Corporation personnel file. If the employee refuses to sign the form, supervisor or Department Head will so indicate in writing.

### 3. CAUSES FOR DISCIPLINARY ACTION<sup>3</sup>

Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

- A. Violation of the laws of the State of Utah or the United States, other than minor traffic offenses;
- B. Violation of the code of personal conduct including fraternization;
- C. Conduct which endangers the peace and safety of others or poses a threat to the public interest;
- D. Unjustified interference with work of other Price Municipal Corporation employees;
- E. Misconduct including fraternization;
- F. Malfeasance;
- G. Misfeasance;
- H. Nonfeasance;
- I. Incompetence (failure to perform duty);
  - (1) Failure to perform those duties required by law;

---

<sup>3</sup> References to fraternization added 2020 based on Pryor Seminar on HR Law.

- (2) Neglect or refusal to perform a duty or responsibility;
  - (3) Conduct which undermines good order and the discipline of the department where employed;
  - (4) Failure to be courteous, cooperative or helpful with the public or fellow employees;
  - (5) Unexplained absence or habitual tardiness;
- J. Negligence;
  - K. Insubordination;
  - L. Failure to maintain skills, and or certification;
  - M. Inadequate performance of duties;
  - N. Unauthorized absence or tardiness;
  - O. Falsification or unauthorized alteration of records, including over or underreporting of non-exempt employee work hours<sup>4</sup>;
  - P. Falsification of employment application;
  - Q. Discrimination in hiring, assignment, or promotion;
  - R. Harassment, including unlawful and disrespectful behavior including bullying and cyber-bullying;
  - S. Violation of the Personnel Policies and Procedures including fraternization;
  - T. Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance;
  - U. Falsifying Price Municipal Corporation records, including over or underreporting of non-exempt employee work hours;
  - V. Knowingly marking the time slip of another employee, authorizing the employee's time sheet or log to be marked by another employee, unauthorized alteration of a time sheet or log, including over or under

---

<sup>4</sup> 2021 Update – Employee Conduct Webinar – On and Off site employee hours, particularly contacting non-exempt employees with e-mail, phone calls, text during non-work hours.

reporting of non-exempt employee work hours;

- W. Unauthorized possession of firearms, weapons, or explosives on Price Municipal Corporation owned property, with the obvious exception of police officers.
- X. Carelessness which affects the safety of personnel;
- Y. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large;
- Z. Habitual neglect of personal appearance or hygiene while on duty;
- a. Theft or removal of any Price Municipal Corporation property or the property of any employee from the work area premises without proper authorization;
- b. Gambling or engaging in a lottery at any Price Municipal Corporation work area;
- c. Misusing, destroying, or damaging any Price Municipal Corporation property or the property of any employee;
- d. Deliberately restricting work output of themselves or others;
- e. Drinking any alcoholic beverage during the workday, or being under the influence of illicit drugs or alcohol during the workday;
- f. Sleeping during working hours;
- g. Fighting (verbal or physical) on Price Municipal Corporation premises, or while on Price Municipal Corporation business, or in a Price Municipal Corporation uniform;
- h. Bullying or cyber-bullying of any Price Municipal Corporation employee or citizen by a Price Municipal Corporation employee<sup>5</sup>;
- i. Any act which might endanger the safety or lives of others;
- j. Use of reprehensible, vulgar or other indecent language or conduct bringing discredit upon Price Municipal Corporation or the department;
- k. Using official authority to influence or coerce any political action;

---

<sup>5</sup> Bullying and cyber-bullying added 2020.

- l. Dishonesty in word or conduct;
- m. Theft, carelessness or negligence with Price Municipal Corporation funds, property, or confidential information;
- n. Involvement of Price Municipal Corporation with the employee's creditors due to the employee's failure to properly arrange personal financial matters, except that Price Municipal Corporation will not terminate an employee for garnishment arising out of any single indebtedness; or
- o. The loss of licenses, certifications, bond qualification, or insurability as required by law, Price Municipal Corporation ordinance or resolution, or job specifications, when the loss of such may result in liability exposure to Price Municipal Corporation.

**4. CONDUCTING AN INVESTIGATION**

- A. The supervisor or Department Head may conduct an investigation into the allegations which form the grounds for disciplinary action. Price Municipal Corporation shall adhere to the investigative rules of Garrity when conducting workplace investigations in regard to employment/disciplinary actions or criminal prosecution of an employee.<sup>6</sup>
- B. During an investigation to determine the facts upon which disciplinary action may be imposed, the supervisor or Department Head may place an employee on administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice thereof to the employee has been completed by the supervisor or Department Head. The investigation shall include an opportunity for the employee to respond to the allegations.

**5. IMPOSING DISCIPLINARY ACTION**

- A. The supervisor or Department Head shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to Price Municipal Corporation's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting,

---

<sup>6</sup> Compliance with and reference to Garrity added 2020 at the recommendation of the Utah Local Governments Trust, based on training session held 4-16-20.

an overview of allegations, and potential disciplinary action.

- D. Prior to the imposition of any disciplinary action, the employee shall have the opportunity to review the disciplinary action with the supervisor or Department Head. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's Price Municipal Corporation personnel file.
- E. In determining the type and severity of the disciplinary action, the supervisor or Department Head may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct, prior disciplinary action imposed, the severity of the misconduct, the employee's work record, the effect of the employee's misconduct on Price Municipal Corporation operations; and/or the potential harm to person(s) or property created by the employee's misconduct.
- F. For disciplinary action other than a verbal reprimand, the supervisor or Department Head shall notify the employee, in writing, of the findings of the investigation or disciplinary hearing. The written statement shall include:
  - (1) The grounds for disciplinary action, including a description of the specific misconduct for which the disciplinary action is being imposed;
  - (2) Any prior disciplinary action imposed;
  - (3) The disciplinary action to be imposed;
  - (4) The effective date and duration of the disciplinary action; and
  - (5) The corrective action necessary, if any, for the employee to avoid further disciplinary action.
- G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the supervisor or Department Head and notification of the Mayor.

## 6. **APPEAL PROCEDURES**

An employee subject to disciplinary action or dismissal under the provisions of Price Municipal Corporation policies may appeal through formal grievance

procedures (Section IX: Grievance Procedures, this manual). If the Price City Council upholds the employee disciplinary action, an employee has no additional appeal rights.



## **SECTION 9: GRIEVANCE PROCEDURES**

---

### **1. GENERAL POLICY**

A. Employees who perceive that they have a grievance against Price Municipal Corporation should exhaust the administrative procedure set forth in the body of this policy before addressing their grievance through any other forum. An employee may file a grievance about any perceived work-related injustice or oppression resulting from an act, occurrence, omission, condition, or unfair labor practice. Issues addressable throughout the grievance process include, but are not limited to:

- (1) Employee-supervisor relationships;
- (2) Duty assignments not affecting job classification;
- (3) Shift and job location assignments;
- (4) Working conditions; and
- (5) Practices affecting granting of leave;
- (6) Disciplinary actions and/or employment terminations.

B. Grievances should be addressed and if possible, resolved at the lowest administrative level possible. Employees and supervisors shall attempt to resolve grievances informally by discussing the grievance issues before any formal written grievance is filed. Each employee pursuing a formal grievance must prepare and submit a separate written grievance/appeal. Written grievances shall contain, at a minimum, the following information:

- (1) Name of the employee;
- (2) Date the occurrence or action underlying the grievance occurred;
- (3) Nature of the grievance;
- (4) Historical information related to the grievance;
- (5) Requested resolution; and
- (6) Signature of the employee filing the grievance and date filed.

- C. Employees will be allowed a reasonable amount of time during work to prepare written grievances. Employee grievances must be filed with the Human Resources Director within ten (10) days of the occurrence or event giving rise to the grievance, or within ten (10) days of when the employee acquires knowledge of the occurrence or event giving rise to the grievance.
- D. At each level of the grievance process, after the requisite Price Municipal Corporation individual or group has received an employee grievance, that individual or group shall have ten (10) working days to respond in writing to the grievance.
- E. If an individual or group in the grievance process, identified in paragraph G below, is unable to answer the grievance within the specified time period due to extenuating circumstances, the individual or group may take an additional ten (10) working days to answer the grievance if he/she notifies the employee in writing of the exigent circumstances and that the extension is being exercised. If the grievance remains unresolved or the decision is considered unacceptable, the employee may appeal the decision to the next level of appeal. The employee filing the grievance shall have no more than ten (10) working days from the conclusion of a step in the grievance process to request, in writing, the grievance review move to the next higher step<sup>1</sup>.
- F. Absent exigent circumstances, if the supervisor fails to respond within the allotted time, the employee may proceed to the next level of appeal.
- G. Only the issues presented in the original grievance may be considered throughout the appellate process. A grievance and any necessary appeals shall be processed through the following chain of command, if applicable:
  - (1) Filed with the Human Resources Director; Human Resource Director to provide a written first (1<sup>st</sup>) response.
  - (2) Immediate Supervisor; Immediate Supervisor to provide a written second (2<sup>nd</sup>) response.
  - (2) Department Head; Department Head to provide a written third (3<sup>rd</sup>) response.
  - (3) Mayor; Mayor to provide a written fourth (4<sup>th</sup>) response.

---

<sup>1</sup> Clarified employee responsibility when requesting grievance review responsibilities at 10 working days 2020.

(4) City Council; City Council to provide a fifth (5<sup>th</sup>) and final written response

H. The decision of the City Council constitutes the final level of appeal and cannot be appealed or further challenged.

2. **CONFIDENTIALITY** - Written Grievances shall be considered private data under the Government Records Access Management Act of the State of Utah. The Mayor or City Council may declare the grievance documents to be confidential and/or order the entire record, or any part of it, sealed.

3. **FILING**

A. No document relating to a grievance shall be placed in an employee's personnel file that is not directly pertinent to the administration of the grievance.

B. If any disciplinary or other action against an employee is rescinded as a result of the grievance process, supervisor or Department Head shall remove the record of the disciplinary action from the employee's Price Municipal Corporation personnel file.

C. If any disciplinary or other action against an employee is modified as a result of the grievance process, the unmodified record of the disciplinary action shall be removed from the employee's Price Municipal Corporation personnel file and the modified record of the disciplinary action shall be placed in the employee's Price Municipal Corporation personnel file.

## **SECTION 10: TERMINATION OF EMPLOYMENT**

---

1. **TYPES OF TERMINATION** - Any involuntary termination or termination of any employee, who is allowed to resign in lieu of an involuntary termination, should be reviewed with legal counsel for Price Municipal Corporation before termination is pursued or a resignation is accepted to ensure the employee's "due process" property rights are not violated.
  - A. Retirement -Voluntary termination at the end of an employee's career.
  - B. Voluntary Resignation - When an employee wishes to leave Price Municipal Corporation, he/she will present a written letter of resignation to the supervisor or Department Head.
  - C. Resignation in Lieu of an Involuntary Termination Agreement - The supervisor or Department Head, may conclude that an employee should be involuntarily terminated for no reason or for cause. If Involuntary Termination proceedings have begun, but have not been completed and an employee decides to voluntarily resign, the Department Head and Mayor may agree to sign, on behalf of Price Municipal Corporation, a Resignation in Lieu of an Involuntary Termination Agreement.
  - D. Involuntary Termination - The supervisor or Department Head may conclude that an employee should be involuntarily terminated for no reason or for cause.
  - E. Reductions in Force/Layoffs - Whenever it is necessary to reduce the number of employees in Price Municipal Corporation because of lack of work or lack of funds, Price Municipal Corporation may attempt to minimize layoffs through reassignment of personnel to duties in other work areas.
  - F. Medical - The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel for Price Municipal Corporation.
  - G. Death - If an employee of Price Municipal Corporation dies, the employee's estate receives all pay due and any earned and payable benefits (such as payment for compensatory time, and annual leave, as of the date of employee's death).
2. **REQUIRED NOTICE PRIOR TO TERMINATION**

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 10: Termination of Employment

Page 1 of 7

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- A. All employees, including “at-will” employees, must notify Price Municipal Corporation at least two (2) weeks before retiring or voluntarily resigning to remain eligible for the following:
  - (1) To receive pay for unused, accrued vacation leave (if applicable);  
and
  - (2) For rehire.
- B. Price Municipal Corporation does not have a requirement to give any prior notice to employees before terminating their employment with Price Municipal Corporation. All employment at Price City is considered at-will.
- C. Unused, accrued or earned vacation leave, up to a maximum of two hundred forty (240) hours will be paid for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, Retirement, Voluntary Termination, Involuntary Termination and Deaths.
- D. Unused, accrued, or earned sick time shall be converted to vacation time per the conversion policy/schedule in effect at the time of employee termination and paid out to terminated employees for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, Retirement, Voluntary Termination, Involuntary Termination and Deaths.
- E. Compensatory and/or overtime, time unused, accrued or earned or unpaid shall be paid to the terminating employee for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, Retirement, Voluntary Termination, Involuntary Termination and Deaths.
- F. Unused, accrued personal days and unused, accrued holiday time off (as used for tracking purposes) shall not be paid to terminating employees.<sup>1</sup>

### 3. **TERMINATION PROCEDURES**

- A. A Notice of Voluntary Resignation, signed by the employee and the supervisor or Department Head may be utilized in Voluntary Resignations.
- B. Involuntary Terminations/Separations for Cause require Price Municipal Corporation to provide the terminating employee with written notification of due process. “At-Will” Involuntary Terminations do not require Price Municipal Corporation to provide the terminating employee with written notification of due process.

---

<sup>1</sup> Clarification of payout to terminating employees added 2021.

- C. A Resignation in Lieu of an Involuntary Termination, signed by the employee and the supervisor or Department Head may be utilized in negotiated terminations. A Resignation in Lieu of an Involuntary Termination Agreement does not require Price Municipal Corporation to provide the terminating employee with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
- (1) Employees who desire retirement should notify Price Municipal Corporation at least sixty (60) days in advance of the proposed effective date of retirement.
  - (2) Price Municipal Corporation should refer the employee to the Utah Retirement System (URS) office for the status of the employee's retirement benefits and an explanation of the employee's available options and benefits.
  - (3) Price Municipal Corporation should explain any benefit continuation options that may be applicable due to City policies.
  - (4) Employees are responsible to complete and submit directly to Utah Retirement Systems all retirement forms in accordance with Utah Retirement System instructions.
- E. The following steps should be taken for Reductions in Force/Layoffs:
- (1) Determine whether Price Municipal Corporation is required to follow statutory guidelines related to the reduction in force/layoff. If Price Municipal Corporation is required to follow statutory guidelines, policy, procedure and actual practice must comply with said guidelines.
  - (2) If Price Municipal Corporation is facing a possible reduction in labor force; Price Municipal Corporation will explain the situation to its employees, advising them of the possibility that reductions in force/ layoffs may become an economic necessity for Price Municipal Corporation.
  - (3) In the selection of employees for Price Municipal Corporation's reduction in force/layoff, the following guidelines should be considered:
    - (a) Selection shall be based upon the employee's formal and informal qualifications and ability to perform the work assignments within the affected department.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 10: Termination of Employment

Page 3 of 7

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (b) Seniority shall govern the selection when qualifications and abilities are equal.
  - (c) Emergency, temporary, and probationary employees shall be laid off first.
  - (d) Permanent employees shall be the last to be laid off, when possible, in inverse order of their respective lengths of service.
  - (e) Before any reduction in force/layoff, Price Municipal Corporation should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq., and any subsequent amendments thereto.
  - (f) Price Municipal Corporation shall carefully explain to the employee(s) who will be laid off the available options and benefits (such as COBRA and Retirement Plan options).
  - (g) If Price Municipal Corporation cannot give advance notice of a reduction in force/layoff to employee(s), two (2) weeks severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.
- (4) Written reductions in force/layoff notices should contain the following information:
- (a) Statement that separation from employment is based on reduction in force/layoff;
  - (b) Anticipated date of layoff; and
  - (c) Any options regarding employee placement in other position(s).

F. Outstanding Pay

- (1) Arrange for distribution of any paychecks which may be due the employee(s), including pay for any hours worked but not paid and pay for any unused, accrued vacation leave (if applicable).
- (2) Under Utah State law, the deadlines for final payment following termination are as follows:
  - (a) Voluntary Resignation - Within one (1) workday of

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 10: Termination of Employment

Page 4 of 7

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

effective resignation date.

- (b) Involuntary Termination/Separation for Cause - Within one (1) workday of last day worked.

G. The terminating employee shall return any supplies or equipment, which are the property of Price Municipal Corporation, to Price Municipal Corporation at termination. Failure to return supplies and equipment may result in negotiated or legal recovery remedies pursued by Price Municipal Corporation.

H. All terminating employees should complete an Exit Interview with the supervisor or Department Head and a form summarizing the interview should then be signed by the employee and the supervisor or Department Head.

4. **COBRA** - Any employee, who is eligible for benefits, that is separated from Price Municipal Corporation is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA plan as stated in the Price Municipal Corporation's COBRA Notification.

A. Federal Public Law 99-272 (which became effective July 1, 1986 and is known as COBRA) requires that all employers of twenty (20) or more full-time employees offer a continuation of group insurance coverage to individuals who fall under one of the following qualifying events:

- (1) Termination of employment (other than for gross misconduct), for a maximum continuation period of eighteen (18) months.
- (2) Reduction of work hours below eligibility requirement, for a maximum continuation period of eighteen (18) months.
- (3) Dependent coverage terminated due to death of employee, for a maximum continuation period of thirty six (36) months.
- (4) Divorce or legal separation from employee, for a maximum continuation period of thirty six (36) months.
- (5) Spouse or dependent of Medicare eligible employee, for a maximum continuation period of thirty six (36) months.
- (6) Dependent child who ceases to be a dependent under the generally applicable requirements of the group plan, for a maximum continuation period of thirty six (36) months.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 10: Termination of Employment

Page 5 of 7

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



- B. Under COBRA, a qualifying individual is entitled to continued group insurance coverage identical to that which is provided to similarly situated beneficiaries to whom a qualifying event has not occurred. Individuals who are entitled to continued benefits under COBRA guidelines are required to pay the entire premium required under the policy during the entire period of the continued coverage. The premium that a qualifying individual will be required to pay may not exceed one hundred and two percent (102%) of the applicable premium, for any period of continued coverage. Failure to pay the monthly premium will result in a cancellation of the insurance coverage for that individual.
  - C. The insurance benefits offered under the COBRA guidelines will be terminated if and when any of the following occur:
    - (1) A qualifying individual fails to pay the premium at the time payment is required.
    - (2) A qualifying individual becomes eligible for coverage under any other group insurance plan due to employment or remarriage.
    - (3) At the expiration of a qualifying individual's maximum continuation period.
  - D. The offer of continued insurance coverage under COBRA is made independent of any other offer to continue insurance that may be required under any applicable state law.
  - E. Qualifying individuals have sixty (60) days from the termination date of their current coverage to decide whether to continue insurance coverage under this plan. If they decide to apply for the continued coverage, all due and owing premiums must be paid before coverage will be granted. If they fail to apply for coverage within the sixty (60) days, they will have waived their rights to continuation of coverage under the COBRA guidelines. They are not required to apply for or accept coverage under COBRA.
5. **SEVERANCE PAY FOR AT-WILL EMPLOYEES** – If an at-will non-introductory period employee is terminated without cause, Price Municipal Corporation shall provide a minimum severance payment equal to twelve (12) months of salary at his/her then current rate of pay, which would include the value of all sick days, vacation, and paid holidays he/she would have accrued during the twelve (12) month period for which severance will be received. This amount shall be paid in a lump sum unless otherwise mutually agreed. Price Municipal Corporation shall also provide for a continuation of all benefits that are being provided as of the date of termination for a period of twelve (12) months or until the terminated at-will employee accepts employment that offers those benefits

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 10: Termination of Employment

Page 6 of 7

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

(regardless of the design or employer/employee cost sharing of those benefits), whichever is sooner. This provision of benefits shall be facilitated by Price Municipal Corporation, at its discretion, making a COBRA type of payment or by continuing the benefit. If the at-will employee is terminated for cause or as a result of being convicted of a felony level state or federal criminal offense, then Price Municipal Corporation is not required to pay any severance under this section.

Offer and acceptance of severance payment under this section shall be subject to and contingent upon the affected employee voluntarily signing a release or waiver of all claims against Price Municipal Corporation connected with the employment relationship, including termination claims.

## **SECTION 11: RECORD KEEPING**

---

1. **GENERAL POLICY** - Federal law requires employers to keep detailed data about their employees.
2. **CONFIDENTIALITY** - Employee records are maintained in compliance with the law.
  - A. Confidentiality must be maintained at all times with record access limited to employees and their supervisors.
  - B. It is Price Municipal Corporation's policy that only relevant job-related information is maintained on its employees, such information is held in strict confidence, and that access thereto is limited only to those who require it for legitimate business reasons.
  - C. Employees have the opportunity to review their own files in the presence of the Human Resources Director or designee on Price Municipal Corporation premises during regular business hours.
3. **PERSONNEL FILES - REQUIREMENTS**
  - A. General:
    - (1) Personnel files are maintained on each employee and kept by the Price Municipal Corporation Human Resource Department. The record copy (original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be securely filed in the employee's personnel file.
    - (2) No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the Human Resource Director or designee.
    - (3) Employees, or their representative designated in writing, may examine the employee's personnel file upon request during normal working hours at Price Municipal Corporation in the presence of the Human Resources Director or designee. When a supervisor or Department Head requires access to the personnel file of an employee, under his/her supervision, for the handling of personnel matters, the supervisor or Department Head must first obtain access authorization from the Human Resource Director.
  - B. Contents

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 11: Record Keeping

Page 1 of 5

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- (1) An employment record, including the employee's job application, resume, Employee's Withholding Allowance Certificate (Form W-4), etc.
- (2) A signed and dated copy of the employee's acknowledgment of receiving a copy of the Personnel Policies and Procedures Manual; and the performance standards, including the bona-fide occupational qualifications<sup>1</sup>, for the position the employee currently occupies.
- (3) All personnel action forms, including:
  - (a) Performance evaluations;
  - (b) Promotions or transfers;
  - (c) Salary rate changes; and
  - (d) Disciplinary actions taken - The employee will be asked to sign the disciplinary action form. If the employee refuses to sign this form, the supervisor or Department Head will so indicate in writing.
- (4) Any information the employee wants included in response to any of the above actions;
- (5) Records of citations for excellence or awards for good performance;
- (6) Record of any other pertinent information having a bearing on the employee's status.
- (7) Information containing Individually Identifiable Protected Health Information (PHI) shall be maintained in a file separate from the employee Personnel File. Although Price Municipal Corporation is not a health care entity as such, protection of such medical information shall be treated in accordance with the Health Insurance Portability and Accountability Act (HIPPA)<sup>2</sup>.

C. Employee Information/Change of Employee Status - Each individual employee is responsible to ensure that personal employee information contained in his/her personnel files is current and accurate. Employee information (any change in number of dependents, marital status, address, telephone number, etc.) should be updated by completing an Employee Information/Change of Status Form and giving it to the supervisor or Department Head to file in the employee's personnel files.

---

<sup>1</sup> Bona-fide occupational qualification language added 2020.

<sup>2</sup> Reference to individually Identifiable Protected Health Information (PHI) and HIPPA clarified/added 2020.

- D. Giving References - Price Municipal Corporation limits information given in a reference to the following:
  - (1) Verification that the employee worked full-time or part-time for Price Municipal Corporation during a stated period;
  - (2) A description of the position held; and
  - (3) Verification that the employee achieved a given salary range. Individual and specific exceptions may be authorized by the Director of Human Resources.
  
- 4. **OTHER FILES/REQUIREMENTS** - Records related to the items listed below should be kept for a period of at least one (1) year. In addition, records should be examined annually to keep the files current and to save those records that management determines should be kept longer:
  - A. Job applications for applicants hired by Price Municipal Corporation;
  - B. Test papers completed by job applicants or candidates for any position;
  - C. Results of any pre-employment physical exam and mobility exams should be kept for a period of at least four (4) years;
  - D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work; and
  
- 5. **SALARY/WAGE REQUIREMENTS** - The Federal Labor Standards Act (FLSA) requires Price Municipal Corporation to keep all of the following data on non-exempt from FLSA employees for a period of at least three (3) years.
  - A. Employee's sex;
  - B. Time and day employee's work week begins;
  - C. Hours worked each day and total hours worked each week;
  - D. Total daily or weekly straight-time earnings;
  - E. Total additions to, or deductions from, wages paid each pay period, including an explanation for the additions or deductions;
  - F. Date of payment and pay period covered; and
  - G. Total overtime above regular compensation for work week.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 11: Record Keeping

Page 3 of 5

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

6. **OTHER REQUIREMENTS** - There are record keeping requirements under other federal and state laws which shall be recognized and followed:
- A. Occupational Safety and Health Act (OSHA) record of injuries;
  - B. Employee Retirement Income Security Act (ERISA) record of pensions; and
  - C. The Immigration Reform and Control Act (IRCA) of 1986 which requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.
7. **OVERALL RECORDS RETENTION SCHEDULE<sup>3</sup>** – Price Municipal Corporation shall comply with all minimum legal records retention requirements. Price Municipal Corporation may choose to retain records longer than the minimum legal requirement to meet the needs of Price Municipal Corporation.

<b>TYPE OF RECORD</b>	<b>MINIMUM LEGAL RETENTION REQUIRED</b>
Job Opening Ads and Notices	1 Year
Job Applications from Individuals Not Hired By Price Municipal Corporation	1 Year
Job Applications from Individuals Hired by Price Municipal Corporation	1 Year
I-9 Forms and Supporting Documents	3 Years After Hire or 1 Year After Termination, Whichever is Later
Employee Acknowledgement of Receipt and Access to Policy and Procedure Manual	3 Years After Termination
EEO-1 Forms	1 Year After Latest Annual Report
Payroll Deduction Authorization Documentation	3 Years
Performance Evaluations	1 Year
Disciplinary Action Records	3 Years
Family Medical Leave Act (FMLA) Records	3 Years After Employee Requested FMLA Leave
OSHA Injury Logs (Form 300)	5 Years After the Date of Injury
Disability Related Records	1 Year After the Date the Record Was Created or Action Taken, Whichever is Later

<sup>3</sup> Added overall records retention table and schedule 2020.

Wage and Hour Records	3 Years
Workplace Investigation Reports	3 Years

## **SECTION 12: PERFORMANCE EVALUATIONS**

---

### **1. GENERAL POLICY**

- A. Performance evaluations will consist of a review between the supervisor and the employee using Price Municipal Corporation's Performance Evaluation Form.
- B. It is the policy of Price Municipal Corporation that employee evaluations be conducted in a manner which will ensure fair treatment and an objective evaluation of employee performance for the period covered by the evaluation.
  - (1) Ratings of employees shall be conducted in such a professional manner with avoidance of rater bias, or bias introduced as indicated in (2) and (3) below<sup>1</sup>.
  - (2) Ratings of employees shall be conducted in such a manner to consider both employee and workplace environment to avoid Theory X bias<sup>2</sup>.
  - (3) Ratings of employees shall be conducted in such a manner to consider that not all employees are Theory Y work based<sup>3</sup>.
  - (4) Ratings of employees shall be conducted to mitigate the potential for both negligent supervision or negligent retention<sup>4</sup>.
- C. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.
- D. Objectives specify what should be achieved during an employee's employment with Price Municipal Corporation.
- E. There are certain fundamental principles which govern the establishment of goals, objectives, and performance standards.
  - (1) Participatory Goal Setting - To set goals and objectives for employees, supervisors should seek to involve employees in the process.

---

<sup>1</sup> Concept of removal of rater bias from performance evaluations added 2020.

<sup>2</sup> Theory X employee rating based on management style defined by Douglas McGregor at the MIT Sloan School of Management.

<sup>3</sup> Theory Y employee rating based on management style defined by Douglas McGregor at the MIT Sloan School of Management.

<sup>4</sup> Concept of negligent supervision and negligent retention added 2020.



- (2) Outline Results to be Achieved - There should be room for flexibility. The supervisor should discuss with the employee how much will be done, when it needs to be completed, and what resources will be required.
- (3) Relate to Organizational Objectives and Goals - In the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization overall. This is the responsibility of each supervisor.
- (4) Define Objectives - Objectives must be clearly defined and understood by both employees and their supervisors. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.
- (5) Give Support - Employees should understand that they will be supported by their supervisors to pursue the achievement of the mutually agreed upon objectives and standards.

## 2. **PERFORMANCE PLANS**

- A. When time and circumstances permit, supervisors should complete a written performance plan with their new employees prior to assignment of employees to their work stations. When circumstances do not permit, supervisors should complete a written performance plan with their new employees as soon as possible given the existing constraints. Performance planning is a continuing and collaborative process in which employees and their supervisors:
  - (1) Jointly identify objectives for the next performance evaluation period;
  - (2) Define priorities and performance standards for the next performance period; and
  - (3) Compare progress against expectations and revise the plan, when necessary.
- B. The performance plan shall include goals and objectives, mutually acceptable performance standards, and a prioritization of goals and objectives.
- C. Both employees and their supervisors shall sign the performance plans.

The employees shall receive copies from their supervisors who shall also retain copies thereof.

### 3. **PERFORMANCE STANDARDS**

- A. Performance standards and expectations shall be established for each employee. Employees shall participate in the establishment of individual performance standards and expectations relevant to their jobs.
- B. Employees shall be advised of how they are performing in relation to established standards.
- C. Performance evaluations are an ongoing process which requires that supervisor and subordinates meet periodically to discuss achievements, review performance and mutually agree on strategies to eliminate performance deficiencies. This ongoing process culminates in the written evaluation at the end of the annual performance evaluation period.
- D. Employees shall be made aware of the time frames and actions to be taken to improve performance and to increase the value of service.
- E. Employees shall know what role their supervisors may have to provide them with assistance toward improved performance.
- F. Under no circumstances should employees be allowed to complete their own performance evaluations. It is the responsibility of the employee's supervisor to complete employee performance evaluations.
- G. Employees shall have the right to prepare relevant comments to accompany their evaluations.

### 4. **PERFORMANCE RATINGS**

Each employee evaluation shall result in an overall performance rating based on one of the following:

- A. Unsatisfactory - Performance fails to meet the minimum requirements of the position. Unsatisfactory progress has been made in response to corrective action. Removal from the job/position or termination may be recommended.
- B. Marginal - Performance does not meet all requirements of the job/position. Some unsatisfactory progress has been made in response to corrective action.

- C. Satisfactory - Performance meets all requirements of the job/position.
- D. Good - Performance exceeds all requirements of the job/position.
- E. Exceptional - Consistent performance far exceeding all requirements of the job/position.

5. **PERFORMANCE PERIODS**

A. Introductory<sup>5</sup> employees:

- (1) Employees in the introductory period shall have performance evaluations following the end of their introductory period.
- (2) The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.
- (3) Introductory employees should understand that their performance evaluations and the results of such evaluations shall not obligate Price Municipal Corporation to a particular course of action relative to probationary employees individually or as a classification, nor shall it create any property/due process rights or infer any employment contractual arrangement for introductory employees relative to their jobs/positions.

B. Permanent employees:

- (1) Performance evaluations will be completed annually on the employee's anniversary date. An employee's anniversary date is defined as the employees first (1<sup>st</sup>) day on the job with Price Municipal Corporation.
- (2) Although a salary adjustment never automatically follows a performance evaluation, the performance evaluation will be included as a component of any future compensation increase consideration and determination.

6. **CONFIDENTIALITY**

- A. Completed performance evaluations shall permanently remain in the employee's personnel file and become a part of the private/confidential

---

<sup>5</sup> Amended probationary to Introductory to avoid any inference of a contract of employment ensuring employment at-will status for all employees.

information of that file.

- B. Performance evaluations may be used as findings for decisions concerning advancement, future training needs, performance related salary adjustments and contested disciplinary actions.

## **SECTION 13: EMPLOYMENT CLASSIFICATIONS AND COMPENSATION**

---

1. **GENERAL POLICY** - Price Municipal Corporation will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Price Municipal Corporation will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.
  
2. Price Municipal Corporation shall follow all Americans With Disabilities Act laws and regulations<sup>1</sup>. Employees or potential employees identifying as a qualified individual with a disability limiting one or more major life activities may be provided with a Reasonable Accommodation when: (1) applying for employment; (2) performing the essential functions of the job as identified in the job description; and, (3) enjoying equal opportunity, benefits and privileges of employment at Price Municipal Corporation. In circumstances involving direct life and property safety accommodations may not be reasonable and not provided nor will accommodations that impose a direct or otherwise undue hardship on Price Municipal Corporation be authorized, noting that it is unreasonable to amend or alter the essential functions of a job. Any Reasonable Accommodation Request declined shall be evaluated by Price Municipal Corporation documenting the business case for the rejection of the request<sup>2</sup>.
  
3. Employees requesting a Reasonable Accommodation in the workplace shall be assisted through the Reasonable Accommodation Interactive Process whereby the following will be considered:
  - a. Identification of the essential functions of the job based on the job description;
  - b. Review employee limitations with the employee to determine extent of need and potential accommodation required;
  - c. Accept input from the employee regarding accommodation(s) needed or requested;
  - d. Select appropriate reasonable accommodation(s) that do not create a hardship on Price Municipal Corporation. Utilize the Job Accommodation Network to assist determination of proper accommodation(s).
    - i. In the circumstance that a Reasonable Accommodation is not available it may be determined that the employee is no longer

---

<sup>1</sup> Clarification of ADA adherence and process added 2020 based on HR Law seminar.

<sup>2</sup> Added pursuant to Pryor HR Law seminar held 4-9-20.

qualified for the position based on the essential functions listed in the job description. Reasonable accommodations provided shall only be terminated pursuant to the same analysis conducted to provide the initial reasonable accommodation and the associated determination of no undue hardship on Price Municipal Corporation.<sup>3</sup> Price Municipal Corporation shall only consider job reassignment if another position is vacant and if the job description of the vacant position meets with the reasonable accommodation requested and such job reassignment does not create a workplace inequity or impact workplace productivity<sup>4</sup>.

- ii. Only formally requested, evaluated and authorized Reasonable Accommodations shall be allowed. Informal accommodations shall not be considered official and shall not become permanent in the workplace.
- iii. Poor or substandard employee behavior is not considered a reason to request or authorize a Reasonable Accommodation.
- iv. Price City shall only consider Reasonable Accommodations based upon completion of the Reasonable Accommodation Interactive Process<sup>5</sup>:
  1. Recognize and accept a bona-fide and qualifying Reasonable Accommodation request from an employee.
  2. Gather information regarding the Reasonable Accommodation request.
  3. Explore all Reasonable Accommodation options to be known.
  4. Choose appropriate Reasonable Accommodation(s) and reject others that do not meet the need or that create an undue hardship on Price Municipal Corporation.
  5. Implement the Reasonable Accommodation selected and approved.
  6. Monitor the Reasonable Accommodation to ensure needs are met. The employee shall comply with all reporting and monitoring requirements necessary. Reasonable accommodations provided shall only be terminated pursuant to the same analysis conducted to provide the initial reasonable accommodation and the associated determination of no undue hardship on Price Municipal Corporation.<sup>6</sup>Statement Regarding Safe Harbor: Price

---

<sup>3</sup> Termination under same analyses as original added 2021, Employment Law Webinar held 9-10-20.

<sup>4</sup> Added pursuant to Pryor HR Law seminar held 4-9-20.

<sup>5</sup> Added pursuant to Pryor HR Law seminar held 4-9-20.

<sup>6</sup> Termination under same analyses as original added 2021, Employment Law Webinar held 9-10-20.

Municipal Corporation shall comply with all rules and laws, particularly as they may relate to overtime pay, with respect to salaried, exempt and nonexempt employees. In the event it is brought to the attention of Price Municipal Corporation that an employee has wrongly had pay withheld from themselves or another employee, Price Municipal Corporation shall act to correct a valid discrepancy immediately and act in good faith. Employees may bring a pay issue complaint forward to the Human Resources Director at any time or utilize the formal grievance process to bring any such matter forward to the attention of Price Municipal Corporation<sup>7</sup>.

2. **EMPLOYMENT CLASSIFICATIONS** - There are seven (7) classifications of employees within Price Municipal Corporation. All positions are at-will.
  - A. Full time - An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full time employees may or may not qualify for specific Price Municipal Corporation benefits.
  - B. Part-time - An employee hired for an indefinite period in a position for which the normal work schedule is less than forty (40) hours per week. Part-time employees may or may not qualify for specific Price Municipal Corporation benefits; except as may be required by specific federal, state or local laws.
  - C. Variable - An employee hired for a position which has indeterminable regular work hours over the employment period and may vary by season or budget availability.
  - D. Seasonal - An employee hired for a position which is required only for the summer or winter months. Seasonal employees do not qualify for Price Municipal Corporation benefits; except as may be required by specific federal, state, or local laws.
  - E. Volunteer – The only Price Municipal Corporation personnel to qualify officially as volunteers are members of the Price City Volunteer Fire Department. No other volunteers exist within Price Municipal Corporation although Price City may authorize outside volunteers to complete Price Municipal corporation work or projects from time-to-time<sup>8</sup>.
  - F. Emergency – An employee hired by Price City to address an emergent

---

<sup>7</sup> Added concept of Safe Harbor 2020.

<sup>8</sup> Volunteer classification added 2020.

need, activity, task or situation only<sup>9</sup>.

- G. Contract – Not an employee of Price Municipal Corporation; an individual or firm/company hired by Price Municipal Corporation to complete projects or tasks<sup>10</sup>.

3. **EMPLOYMENT STATUS** - To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or nonexempt, with respect to eligibility for overtime payment. They shall be defined as:

- A. Exempt - Positions of an executive, , administrative computer professional, or professional nature, as well as any highly compensated individuals as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations. All exempt positions shall be evaluated using the following Labor Law tests: (1) salary basis; (2) salary level; (3) job duties.
- B. Nonexempt - Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

4. **WORK WEEK**

- A. Begins on Sunday at 12:01 a.m.
- B. Ends on Saturday evening at 12:00 p.m. (midnight).
- C. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments may observe department specific work weeks to accommodate community safety.
- D. For seasonal and temporary employees, as directed by the respective supervisor or Department Head.

5. **WORK DAYS**

- A. Full-time employees normally work Monday through Friday, or as directed by the respective supervisor or Department Head.
- B. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments may observe department specific work weeks to accommodate community safety.

6. **WORK HOURS**

---

<sup>9</sup> Emergency classification added 2020 to coincide with other sections of policy.

<sup>10</sup> Contract classification added 2020.



- A. Full-time - As directed by the respective supervisor or Department Head.
  - B. Part-Time - As directed by the respective supervisor or Department Head.
  - C. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments, may observe department specific work hours to accommodate safety in the community.
  - D. Price Municipal Corporation follows the Portal-to-Portal Act of 1947 and the Employee Commuting Flexibility Act of 1996 when determining applicable rules in calculating hours worked for the purposes of paying overtime<sup>11</sup>.
7. **ATTENDANCE** - Employees shall be in attendance at their work stations during their scheduled working hours.
8. **BREAKS AND LUNCH PERIODS AND OTHER**
- A. Full-time
    - (1) Breaks - Two (2) optional twenty (20) minute paid breaks during a standard work day. Breaks cannot be used to extend the lunch period or shorten an employee’s work hours.
    - (2) Lunch - One (1) hour or less unpaid lunch period during a standard work day.
    - (3) Travel time<sup>12</sup> – Commuting to and from work, in a Price Municipal Corporation vehicle or a personal vehicle, is not compensable time. An employee that travels away from home overnight is not working when he/she is a passenger on a plane, train, boat, bus or automobile outside of regular work hours. Time an employee spends traveling as a passenger on a weekend will be counted as time worked if the travel cuts across the hours the employee would normally work during the week<sup>13</sup>. Time an employee spends working while a passenger shall be counted and paid as time worked.
    - (4) Attendance at meetings, conferences, training programs and similar activities are not counted as working time if:

---

<sup>11</sup> Reference to Portal to Portal Act of 1947 and Employee Commuting Act Amendment of 1996 added 2020.

<sup>12</sup> Travel time clarification added 2020. The Big Book of HR, Barbara Mitchell and Cornelia Gamlem.

<sup>13</sup> Example: employee normal work is 8:00am to 5:00pm M-F and travels on a Sunday between 10:00am and 2:00pm – that time spent traveling must be counted as worked.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 13: Employment Classifications and Compensation

Page 5 of 9

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- a. It is outside of the normal working hours.
  - b. It is voluntary.
  - c. It is not job related.
  - d. No other Price Municipal Corporation work is concurrently performed.
- B. Part-time – as required by the respective supervisor or Department Head..
  - C. Employee breaks and lunch periods will be taken at the discretion of the Department Head, or their supervisor, to ensure continuity in the flow of work.
  - D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be paid for the extra time worked.
  - E. Employees engaged in public safety activities, such as Police and Fire Departments, may utilize alternate break schedules to accommodate community safety.

9. **COMPENSATORY TIME OFF**

- A. Employees may receive compensatory also known as “comp time” off in lieu of overtime pay at Price Municipal Corporation’s discretion. The respective supervisor or Department Head reserves the right to schedule when an employee’s accrued compensatory time will be used. Written employee requests, to use their accumulated compensation time during specific dates and times, must be approved by the respective supervisor or Department Head who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Price Municipal Corporation.
- B. The law requires that after non-exempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:
  - (1) For employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments with five (5) or more employees; not more than forty (40) hours of compensatory time off may accrue.
  - (2) For employees not engaged in “public safety” activities; not more than eighty (80) hours of compensatory time off may accrue.
- C. Compensation time off will be accumulated at the overtime rate of one and one-half (1 ½ ) hours for each hour of overtime worked.

10. **OVERTIME PAY**

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 13: Employment Classifications and Compensation

Page 6 of 9

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- A. Overtime pay applies to those hours worked in excess of the forty (40) hours worked in a regular work week, and shall be compensated at the rate of one and one-half (1 ½ ) the regular hourly rate of the employee.
  - B. If vacation, sick, or comp time are used, the employee must work forty (40) hours over and above those hours before overtime will be paid.
  - C. Hours taken for Price Municipal Corporation designated holidays, including personal choice holidays, will count as weekly hours worked.
  - D. If an employee works on a recognized Price Municipal Corporation holiday or any portion of the holiday because of an emergency or unplanned situation, he/she will receive holiday pay plus time and one-half pay (1 ½) for the time worked in excess of forty (40) hours worked for that week. This does not apply to employees engaged in public safety activities such as Law Enforcement and Firefighters
  - E. An employee who works a holiday or any portion of a holiday because of planned and scheduled job requirements, planned and scheduled events or predetermined situations will receive regular rate of pay for work on that holiday and will take the holiday or predetermined portion of that holiday on an alternative date with approval of the respective supervisor or Department Head.
  - F. Overtime shall be approved by the respective supervisor or Department Head in writing, before worked, except for “public safety” activities, such as Law Enforcement Officers and Firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
    - (1) “Public safety” activities, such as Law Enforcement Officers and Firefighters, may work overtime without prior authorization only in emergency situations.
    - (2) “Public safety” activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible of the overtime worked.
11. **TIME SHEETS OR DAILY LOGS** - Employees will complete and sign, as verification of accuracy, an Employee Time Sheet or Daily Log verifying hours worked, including sick and vacation leave used, comp time and overtime accrued.

Time cards will be signed and dated by the employee and forwarded to the

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 13: Employment Classifications and Compensation

Page 7 of 9

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

immediate supervisor or Department Head for review and approval; the Department Head will review/approve and forward same in a timely manner and forward to the Payroll Department on the first working day after the end of the just completed pay period.

- A. Employees will punch out when leaving their assigned work area for personal or non-Price Municipal Corporation related business and punch back in when they return to work. Any exceptions to this policy require prior approval of the immediate supervisor or Department Head.
  - B. Punching of another employee's time slip or falsifying time worked is grounds for disciplinary action up to and including immediate termination.
  - C. Employees will punch out at lunchtime and back in at the end of lunch where possible. If no time clock is available, time should be written in on the time slip and verified by the supervisor.
12. **ON CALL PAY/CALL-OUT PAY** – There are certain departments within Price Municipal Corporation that because of their very nature the employees thereof must be on call at all times for emergency situations. Because of this, employees may be assigned, from time to time to carry pagers or cellular phones so they may be contacted quickly in cases of emergencies. The Fair Labor Standards Act has ruled that employees carrying pagers/cell phones do not have to be paid for the time spent on-call. They may be reimbursed a nominal amount if so desired by Price Municipal Corporation.

Price Municipal Corporation believes it is important to provide the best service possible to its citizens. Therefore, to encourage such service, pagers and/or cell phones will be provided to employees in these departments where emergency services may be necessary twenty-four (24) hours, seven (7) days per week.

Employees who are scheduled for on call duty shall be available to respond to all calls during the periods scheduled by the supervisor. The employee shall be able to respond immediately and report to work within thirty (30) minutes of the call or within the time limit specified by the department supervisor. In some departments, the employee may also be assigned a Price Municipal Corporation vehicle to reduce response time on emergency call outs. Employees called out to work are required to be in compliance with all Price Municipal Corporation policies, including but not limited to the Drug and Alcohol policy. To the extent practical, pagers and cell phones used for call out purposes will be assigned on a rotating basis by the respective department supervisor.

- 1. On Call Pay. Non-exempt employees assigned to carry a pager or cell phone to respond to on call emergencies will be compensated at the rate of \$15/day on weekdays and \$25/day on weekends and holidays.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 13: Employment Classifications and Compensation

Page 8 of 9

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

2. Call Out Pay. Non-Exempt employees who may be called out on an emergency basis, beyond that employee's normal work hours, will be paid a minimum of two (2) hours of regular pay for responding to the call. If the emergency requires the attention of that employee for more than two (2) hours, the employee will be paid by the hour for time worked, at the rate of time and one-half (1 ½), if more than forty (40) hours have already been accrued for the current work week. If the same employee is called back to the same emergency and it is still within the original two (2) hours then only two (2) hours of regular pay will be paid.
  
13. **PAY DIFFERENTIAL** – Full-time permanent personnel who are working routine scheduled shifts, where at least four (4) hours fall between the time periods of 10:00PM through 5:00AM shall be given a pay differential of 30 cents an hour for their entire shift worked.
  
14. **PREPARATORY/CONCLUDING ACTIVITIES<sup>14</sup>** - Time spent putting on or taking off safety gear or making deliveries for Price Municipal Corporation on the employee's way to or from work is compensated and counted as hours worked provided the activity is an indispensable part of the employee's job activity or is solely for the benefit of Price Municipal Corporation.
  
15. **WAITING TIME<sup>15</sup>** - Time spent waiting is only compensable and considered time worked if the employee has been 'engaged to wait' by a supervisor or Department Head. <sup>16</sup>.

---

<sup>14</sup> Reference to preparatory and concluding activities clarified and added 2020.

<sup>15</sup> Waiting time clarified and added 2020.

<sup>16</sup> Example: employee asked to stay at work to wait for a customer to arrive is compensable, arriving at work early and completing personal tasks or activities is not.

## **SECTION 14: SALARY PLANNING**

---

1. **GENERAL POLICY** - The Mayor, in conjunction with the City Council, shall be responsible for the development and maintenance of a uniform and equitable pay plan for the employees of Price Municipal Corporation which shall consist of minimum and maximum rates of pay for each position and such intermediate rates of pay as deemed necessary and equitable. Salaries shall be linked directly to the position classification plan and may take into consideration the following factors:
  - A. Ranges of pay for other positions;
  - B. Prevailing rates of pay for similar employment in both public and private organizations;
  - C. Cost of living factors;
  - D. Other benefits received by Price City employees; and
  - E. The financial policy and economic conditions of Price Municipal Corporation.
  
2. **PAY PLAN DEVELOPMENT AND ALLOCATION**
  - A. The Human Resources Director shall conduct a study of salary levels and shall make recommendations to the City Council at least every five (5) years. Adjustments are subject to the availability of funds.
  - B. The Mayor and Council shall authorize a pay range to each employment position level based upon the level's relationship to other levels as defined in the position level plan and by market data.
  
3. **APPOINTMENT**
  - A. Pay for newly hired employees shall be, unless otherwise directed, set at the minimum of the pay range assigned to a job class and shall not exceed eighty-five percent (85%) of the midpoint of the pay range assigned to a job class. The Department Head and Human Resources Director may approve new hires and make salary adjustments up to the midpoint pay range, as warranted by job qualifications and experience, subject to the availability of funds. Generally, the following table shall be used to assist to determine the appropriate starting salary for newly hired Price Municipal Corporation employees.

New Employee Salary Determination Guidelines<sup>1</sup>

Use This Matrix To Assist Determination of the Range For a Starting Salary of a Newly Hired, Classified or Appointed Employee of Price Municipal Corporation

	Midpoint		
First Quartile	Second Quartile	Third Quartile	Fourth Quartile

- Meets minimum qualifications of job; however, is fairly new to the job and field; has little or no direct related prior experience.
- On steep learning curve, building both skills and knowledge as well as ability to handle job responsibilities.

- Performs (or has demonstrated capability to perform based on prior experience) some/most job responsibilities with increasing effectiveness.
- Possesses most/all of the basic knowledge and skill requirements, but may need to build upon them through experience.
- May still be learning some aspects of job developing expertise to handle them more independently and effectively.
- Consistently exhibits many or most desired competencies to perform job successfully.

- Performs (or has demonstrated capability to perform based on prior experience) all aspects of job effectively and independently.
- Experienced in the job and possesses required knowledge and skills.
- Consistently exhibits desired competencies to perform job successfully.
- Seasoned and proficient professional.

- Expert (or has demonstrated capability to perform as expert based on prior experience) in all job criteria.
- Has broad and deep knowledge of own area as well as related areas.
- Depth and breadth of experience, specialized skills, perspectives add significant value to Price Municipal Corporation.
- Serves as expert resource and/or role model/mentor to others in similar jobs or to other areas at Price Municipal Corporation.
- Placement in this quartile requires review and prior approval by the Human Resource Director and consent of the Mayor.

<sup>1</sup> Salary guidelines added 2021 based on need within operations and suggested best practices.

- B. The supervisor or Department Head shall not authorize payment to new hires or compensation adjustments above the midpoint of a pay range except in unusual circumstances and with prior approval from the City Council.

4. **MERIT INCREASE**

- A. The City Council shall adopt merit increase guidelines each budget year subject to the availability of funding in the approved budget.
- B. Employees whose performance is rated less than satisfactory, shall not be eligible to receive merit increases.
- C. Merit increase percentages shall be consistent across all employee classifications and grades.
- D. The respective supervisor or Department Head must complete an employee's performance evaluation within thirty (30) days preceding the effective date of a merit increase.

5. **INCENTIVE/PERFORMANCE BONUS** - A performance bonus is a one-time cash award to an employee deemed to be deserving of recognition for personal contribution to Price Municipal Corporation. Subsequent awards to the same employee may occur but may not be for the same reason as a previous award. Recommendations for performance bonuses may be made by either Department Heads or employees and submitted with written justification to the Mayor and City Council for review at any time during the year. The dollar amount of the bonus may vary but shall not be less than \$50.00 or more than five percent (5%)<sup>2</sup> of the employee's annual salary.

Criteria for recommending a performance bonus shall be derived from the following:

- A. Leadership and/or Initiative - An employee may be required to meet emergency or unusual deadlines. An employee may show willingness to accept and to perform new assignments.
- B. Exemplary Performance or Special Projects - An employee may be given a special project. A great deal of effort and research may go into the project. The project may benefit the work unit, department or community in some way.
- C. Identify and Implement Increases to Office Efficiencies - If there is a process that is time consuming; a waste of one's time, repetitive, or a burden on the budget, there may be a means for improvement. This is a

---

<sup>2</sup> Amended to a maximum of five percent (5%) from fifteen percent (15%) 2021.



criterion where creative ideas improve departmental efficiencies.

- D. Exemplary Performance on Team Projects - A group of individuals may be given a difficult task to perform. The team may work together to complete the project in an exceptionally timely and effective manner.
- E. Cost-Savings - An employee may suggest a procedure that will produce a savings. Similarly, an employee may suggest a procedure for earning dollars.
- F. Other criteria as deemed appropriate and documented by the supervisor or Department Head.

The availability of bonuses shall also be subject to available funding through the normal Price Municipal Corporation budget process.

#### 6. **SELECTIVE SALARY ADJUSTMENT**

- A. A Department Head may recommend a selective salary adjustment in order to mitigate an inequity caused by merit increase freeze or other circumstances.
- B. The department head shall submit a written rationale supporting the recommendation to the Human Resources Director.
- C. A selective salary adjustment is subject to approval of the City Council and the availability of funds and guidelines established by the City Council.

#### 7. **PROMOTION**

- A. A minimum increase in salary of two percent (2%) shall be granted to an employee receiving a promotion, generally referred to as a career-ladder. If the new salary is below the minimum of the new range, it shall be increased to the new minimum.
- B. The Mayor with the concurrence of the applicable Department Head and Human Resources Director may approve an increase up to the midpoint of the new range when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualification and subject to the availability of funds.

#### 8. **ORDER OF SALARY CALCULATION** - Multiple categories of pay increases awarded simultaneously shall be calculated in the following order:

- A. Merit;
- B. Selective adjustment;

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 14: Salary Planning

Page 4 of 6

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- C. Promotion.
9. **REASSIGNMENT** - Except when due to a demotion or a disciplinary action, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.
10. **RECLASSIFICATION**
- A. If an employee is reclassified to a position of a higher level, the employee's salary shall be adjusted to at least the minimum of the new range and may give a zero to four percent (0-4%) salary increase, based upon increased responsibility.
  - B. A reclassification increase is subject to the availability of funds within the Price Municipal Corporation budget.
  - C. If an employee is reclassified to a position of a lower level, the employee's salary shall remain the same. If the employee's salary exceeds the maximum of the new range, the employee is ineligible to receive a salary increase until the salary range increases to incorporate the employee's pay rate.
11. **DEMOTION** - If an employee is demoted, either voluntarily or involuntarily, Price Municipal Corporation may treat the employee's salary according to paragraph 10 C. above or reduce the salary to the applicable pay range.
12. **BENEFITS**
- A. Suspended Employee
    - (1) An employee suspended for disciplinary reasons shall continue to be eligible to receive Price Municipal Corporation retirement, health, dental, disability and life insurance programs subject to the conditions set forth in paragraph 12 A (2) below.
    - (2) The suspended employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.
  - B. Part-time Employee
    - (1) Part-time employees, seasonal employees, variable hour employees are not eligible for benefits, except as may be required by state or federal law.
    - (2) An employee hired or transferred to a part-time, seasonal, or variable hour position shall not be eligible for benefits, except as may be

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 14: Salary Planning

Page 5 of 6

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

required by state or federal law.

C. Full-time Employees

Full-time employees are eligible for participation in the Price Municipal Corporation benefit program.

## **SECTION 15: PAYROLL ADMINISTRATION**

---

### **1. PAY DAYS**

Employees shall be paid according to the following:

- A. Once per month - Fire Fighters and Elected Officials;
  - B. Bi-weekly - All other Price Municipal Corporation employees.
2. **MINIMUM WAGE/SALARY** - The Fair Labor Standards Act requires that Price Municipal Corporation pay an employee at least the minimum wage, as a gross wage/salary, minus the legally required pay deductions.
3. **PAY DEDUCTIONS** - Price Municipal Corporation is permitted to make deductions authorized by their employees. The following is a checklist of payroll deductions:

Itemized Deductions:

- A. Mandatory:
  - (1) Social Security
  - (2) Federal Tax
  - (3) State Tax
- B. Optional:
  - (1) Credit Union Loan
  - (2) Credit Union Savings
  - (3) Union Dues
  - (4) Group Life Insurance
  - (5) Hospitalization
  - (6) Major Medical Insurance
  - (7) Pension Fund

- (8) Savings Plan
- (9) Employee Purchases underwritten by Price Municipal Corporation<sup>1</sup>
- (10) Other deductions such as B-Dac<sup>2</sup> dues, voluntary wage assignments.
- (11) Garnishments
  - (a) Price Municipal Corporation is opposed to employees receiving garnishments. Department Heads should discuss the matter with employees who have garnishments and arrange for improvement of the situation. Pursuant to Section 70C-7-104, Utah Code Annotated, 1953 as amended, no employee may be discharged by reason of the fact that his/her earnings have been subjected to garnishment for any one indebtedness.  
  
Price Municipal Corporation may charge the employee a reasonable administrative fee for processing a garnishment action of not more than the actual calculated cost of administering the garnishment.
  - (b) Upon the receipt of a court issued garnishment order from a court, the employee's pay will be withheld and paid to the specified third party until a court order is issued indicating satisfaction of the indebtedness, or until ordered to surrender the monies to the court or its agent.
  - (c) When it becomes necessary to garnish an employee's wages, the Finance Director shall notify the Department Head in confidence.

---

<sup>1</sup> Example is the employee computer purchase and payroll deduction program.

<sup>2</sup> B-Dac added at the request of the Police Chief. Voluntary Wage Assignments added as the result of administrative experience 2020.

## **SECTION 16: REIMBURSABLE EXPENSES**

---

1. **GENERAL POLICY** - With prior approval, legitimate expenses will be reimbursed by Price Municipal Corporation to an employee. Receipts are required to reimburse an employee. Reimbursement may be in the form of petty cash, in addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.
2. **TRAINING AND CONFERENCES** - If required to attend training seminars, conferences, briefings, or gather information, an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1 ½) times their regular work day pay if hours worked exceed forty (40) hours in that week.
3. **TRAVEL AND TRANSPORTATION POLICY**
  - A. All travel outside Price City limits requiring Price Municipal Corporation paid overnight lodging must be requested to and authorized by the respective Department Head when travel is budgeted. Overnight use of Price Municipal Corporation vehicles for travel purposes shall be authorized by the respective Department Head<sup>1</sup>.
  - B. If travel is outside the range of service of Price Municipal Corporation's repair shop, travel costs in conjunction with the use of Price Municipal Corporation vehicles shall be paid by the employee with receipts being kept for reimbursements.
  - C. All hotel or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, Price Municipal Corporation shall reimburse the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended his/her own money for such purposes. Failure to produce a receipt in such circumstances may necessitate the withholding of reimbursement.
  - D. Use of an employee's personal vehicle may be authorized for approved travel. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to Price Municipal Corporation based upon this record. The mileage rate shall be at the established rate used for Internal Revenue Service (IRS) travel

---

<sup>1</sup> Clarify and increase efficiency in process, amended language 2020.

deductions. If a Price Municipal Corporation employee chooses to use his/her personal vehicle on City business, when a Price Municipal Corporation vehicle is reasonably available, he/she will be reimbursed at 50% of the current IRS mileage rate.

Price Municipal Corporation may provide a vehicle allowance to employees for local area travel requirements in lieu of paying for mileage to employees when there is a definite need to maintain efficient transportation locally for such employees conducting official business of Price Municipal Corporation. Authorization to receive a vehicle allowance must be approved by the employee's supervisor and Department Head and will be documented by a properly completed Vehicle Allowance Authorization form. Payment of a vehicle allowance does not transfer or establish any equipment or usage rights or responsibilities to Price Municipal Corporation. Ownership and responsibility for selection, use, replacement, and operation of the vehicle shall reside with the employee.

An employee may request permission from the respective supervisor or Department Head to transport non-City employees in a City vehicle for out of town travel. Non-employees may not operate Price Municipal Corporation vehicles or equipment.

- E. All registration fees, etc., will be paid in advance. If this is not possible, employees will be reimbursed for their own expenditures for registration fees, etc. after presentation of valid receipts in conjunction with previously authorized travel.
- F. Reimbursement shall be made for reasonable personal meal costs incurred while traveling on official Price Municipal Corporation business when accompanied by a receipt and approved by the employee's respective supervisor or Department Head. Other incidental travel costs shall be reimbursed when approved by the respective supervisor or Department Head. Alcoholic beverages and entertainment expenses are not reimbursable expenses except in specific instances as approved by the Mayor in writing.

A maximum daily travel (per diem) allowance will be paid in lieu of actual receipted expenses at the employee's request. The Price Municipal Corporation per diem amount will match the per diem accepted and published by the State of Utah for state employees unless otherwise established by the Mayor and City Council. The per diem amount will be a benchmark for reasonableness of receipted expenses. No per diem allowance shall be authorized for spouses of employees or others traveling with the employee. Receipts shall not be required for per diem

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 16: Reimbursable Expenses

Page 2 of 3

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

advancements or compensation.

- G. Every attempt shall be made to collect receipts as expenditures are incurred whether using personal or City funds during the approved travel. Any missing receipts shall be investigated by the respective supervisor or Department Head to determine appropriate reimbursement.



## **SECTION 17: BENEFITS**

---

### **1. WORKER COMPENSATION INSURANCE**

- A. All Price Municipal Corporation employees are covered by worker compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the worker compensation insurance contract on file with the Human Resource Director.
- B. Employees may not use accrued vacation or sick leave while in receipt of worker compensation benefits.
- C. Medical Attention - Employees who sustain bona fide, on-the-job injuries will receive initial treatment from the medical provider designated by Price Municipal Corporation. In exceptional cases approved by the Human Resources Director an employee may seek medical attention from the medical facilities of their choice for on-the-job injuries. The employee must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report shall be submitted within the required time period to the insurance carrier, the Industrial Commission, and to the injured workers. (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).
- D. Initial Reporting of Illness or Injury - Reporting the accident or illness is critical to qualification for payment under workers compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the immediate supervisor or Department Head immediately. After the accident and injury form is completed, appropriate reporting must be made to the insurance carrier and to the Industrial Commission.
- E. Reporting While Off the Job - While on leave because of a bone fide, on-the-job injury or illness, an employee must contact, per an agreed schedule, their supervisor or Department Head to report on his/her condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. False and Fraudulent Claims – Employees who falsify injury reports and or make false or fraudulent workers compensation claims will be subject to disciplinary action that may include but not be limited to termination of employment, suspension, loss of workers compensation benefits, and/or which may result in criminal investigation and potential criminal charges.

#### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 17: Benefits

Page **1** of **10**

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

G. Modified Transitional Duty – Modified duty is considered by Price City to be an essential component of the physical and emotional recovery of an employee injured on the job, but is considered temporary in nature. All employees on Workers Compensation benefits are eligible for modified transitional duty based on limitations provided by medical professionals. Modified transitional duty is not available for injuries incurred and illness contracted off-the-job and not covered by workers compensation benefits. The sick leave benefit is intended to provide income during non-occupational short- and long-term illness and injury. Sick leave cannot be used for workplace injuries and illnesses. The decision to provide modified transitional duties and the content of those duties will be at the sole discretion of Price Municipal Corporation as represented by the respective department supervisor and the Department Head of the injured employee or designee. Transitional assignments should not be longer than eight (8) weeks unless there are mitigating circumstances which the supervisor, Department Head or Human Resources Director deems to require a longer physical transition. Employees must accept transitional duties as offered except in cases that conflict with medical diagnosis and limitations written by the attending medical professional. Types of modified or transitional return to work duties:

- a. Alternate or Alternative Duty: Price Municipal Corporation may alter existing job duties or offer work within a different department/work group to fit within the restrictions of a medical professional for an employee returning to work after an injury until healed.
- b. Light or Modified Duty: Price Municipal Corporation may place an employee returning to work after an injury in a less physically or mentally demanding job until healed and in compliance with any restrictions imposed by a medical professional.
- c. Restricted Duty: job duties that are restricted from being attempted or completed by an employee returning to work after an injury on the direct order of a medical professional.
- d. Transitional Duty: temporary work that an employee may be offered until fully recovered from an injury when returning to work and is temporary in nature. Must be in compliance with any restrictions ordered by a medical professional.

G. Return to Service - All employees must return to work after receiving approval of the attending physician to do so. This includes modified transitional duties and normal regular duties. A signed and dated statement from the attending physician stating the employee is able to return to work with restrictions or resume normal duties without restrictions will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work on

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 17: Benefits

Page 2 of 10

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

modified duty status may be required to work in a different department and perform duties not contained within his/her current job classification.

Price Municipal Corporation may utilize the Job Accommodation Network (JAN) to provide guidance and recommendations regarding ADA, accommodations, avoiding retaliation and disabilities covered by ADA and the nature/type/circumstance of any job related accommodations made or offered to individual employees returning to work without an unrestricted release from a medical provider<sup>1</sup>.

- I. To assist those needing reasonable accommodation for an ADA protected condition only, Price Municipal Corporation may authorize use of bona-fide service animals to accompany Price Municipal Corporation employees on at work sites. Service animals cannot negatively impact employee or citizen safety or work productivity and Price Municipal Corporation may limit the size, type or actual physical location a service animal is authorized. Price Municipal Corporation may impose a deposit of up to \$500 payable by the employee utilizing the service animal for cleaning or other costs related to animals in the workplace. Service animal use must be specifically approved in writing by the Human Resource Director in advance and is limited to domestic animals. Service animals are not comfort animals. Requirements of service animals and their owners include:
  - All animals shall to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current and verification of vaccination shall be provided by the animal owner.
  - Animals must wear a rabies vaccination tag.
  - All dogs must be licensed per state law.
  - Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.
  - Animals must be in good health.
  - Animals must be on a leash, harness or other type of restraint at all times, unless the owner/partner is unable to retain an animal on leash due to a disability.

---

<sup>1</sup> Job Accommodation Network (JAN) reference added 2020. Website: [www.jan.wvu.edu/](http://www.jan.wvu.edu/)

- The owner must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the owner/partner.
- The owner/partner must provide the HR department staff with information as to how the animal accommodates for the individual's disability.
- Reasonable behavior is expected from service animals while on company property. The owners of disruptive and aggressive service animals may be asked to remove them from Price Municipal Corporation facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.
- Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner/partner is expected to clean and dispose of all animal waste.<sup>2</sup>

2. **SOCIAL SECURITY/FICA** - All Price Municipal Corporation employees whether full time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employees and Price Municipal Corporation will be made in accordance with the provision of the law.

3. **INSURANCE**

A. Medical Health Insurance - It is the policy of Price Municipal Corporation to participate in the cost of health insurance for:

- (1) Each individual full-time employee; or
- (2) Each individual full-time employee and a part of his/her family; or
- (3) Each individual full-time employee and all of his/her family.
- (4) Each individual employee and part or all of his/her family as may be mandated by federal, state, or local laws.

B. Other insurance products may be provided as part of a portfolio of health and welfare benefits as approved by the City Council.

---

<sup>2</sup> Use of Service Animals added 2020.

- C. Eligibility, effective dates, and waiting periods shall be determined and maintained as contracted with benefit providers and approved by the City Council. Employees and/or their dependents on a Price Municipal Corporation sponsored insurance plan, currently employed or post employed, regular health insurance or Medicare supplement, shall be responsible to pay (in advance and/or as billed) the employee cost share of any insurance plan the employee or dependents are eligible for and choose to participate in pursuant to Price Municipal Corporation requirements. Failure to pay the employee or dependent cost share may result in cancellation of insurance coverage and/or ineligibility for participation in insurance plans sponsored by Price Municipal Corporation.<sup>3</sup>
- D. Insurance Termination, Transition, and Conversion
- (1) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons that fail to pay any required premiums or portions of premiums or who are late making payments more than twice within a twelve (12) month period shall forfeit eligibility and be terminated from the policy.
  - (2) Termination - When an employee is terminated from employment with Price Municipal Corporation, Price Municipal Corporation will cease making contributions to the employee's insurance plans.
  - (3) Transition - As allowed by insurance carrier policies and in harmony with applicable law and Price City Municipal Corporation policies arrangements may be made with the Human Resource Director and Finance Director for the employee to pay the full and complete cost of premiums required to maintain insurance coverage for the employee. Insurance policies may be converted to individual policies on termination in accordance with the terms of the various group policies. Arrangements for conversion should be made directly by the individual employee.
  - (4) Conversion
    - (a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available to qualifying employees as provided therein and by any subsequent amendments thereto. Employees may have the right to continue to

---

<sup>3</sup> 2021 update based on circumstances experienced, provide guidance for potential future similar situations.

participate in a COBRA program for up to eighteen (18) or more months as applicable, subject to current state and federal law and at the employee' sole expense.

- (b) Eligible dependents may also extend coverage, at their expense, when that dependent ceases to be eligible for coverage as a dependent under the terms of the plan, as required by current state and federal law.

- 4. **UNEMPLOYMENT** - All employees whether regular, part-time, or temporary are covered by the benefits of unemployment as applicable.
- 5. **CLOTHING ALLOWANCE** – All Price Municipal Corporation employees required to wear a uniform, as determined by the respective department supervisor or Department Head shall receive a regular clothing allowance or uniforms will be provided and maintained by Price Municipal Corporation. The amount and type of allowance shall be determined annually as part of the budget process. Clothing allowances will not be paid for periods of extended absence such as military, illness and other leave during which absence the employee does not wear a Price Municipal Corporation uniform.

Full-time employees of Price Municipal Corporation required to wear steel toed safety shoes will be reimbursed in an amount not to exceed \$150 per year (fiscal year) for one pair of safety shoes. Temporary employees required to wear steel toed safety shoes will be reimbursed the sum of not more than \$100 per year (fiscal year). However, if said pair of shoes is damaged in the year of purchase, while working for Price Municipal Corporation, to the extent that the shoes are unsafe or unusable, Price Municipal Corporation shall reimburse said employee an additional sum not to exceed \$100 for full-time regular employees and \$65 for temporary employees.

Price Municipal Corporation employees that require prescription glasses for proper vision may be reimbursed up to \$150 for OSHA qualifying prescription safety glasses once every two (2) years. In the event prescription safety glasses are damaged or broken in the course of conducting Price Municipal Corporation business prior to the two (2) year cycle, Price Municipal Corporation shall reimburse said employee up to \$100 for replacement prescription safety glasses.

Reimbursement shall be made upon presenting satisfactory evidence of purchase to the Department Head.

- 6. **TENURE BASED AWARD<sup>4</sup>** – Price Municipal Corporation shall provide all

---

<sup>4</sup> Added Tenure Based Award to place the practice into policy, per Councilmember Rick Davis 2020.

full-time regular employees and qualifying volunteer firefighters<sup>5</sup> with uninterrupted consecutive service to Price Municipal Corporation a longevity/tenure-based awards/acknowledgement at five (5) year increments based on the following table:

Tenure Achievement	Award
5 Years	Up to \$50 Item or Gift Card
10 Years	Up to \$100 Item or Gift Card
15 Years	Up to \$150 Item or Gift Card
20 Years	Up to \$200 Item or Gift Card
25 Years	Up to \$250 Item or Gift Card
30 Years	Up to \$300 Item or Gift Card
35 Years	Up to \$350 Item or Gift Card
40 Years	Up to \$400 Item or Gift Card
45 Years	Up to \$450 Item or Gift Card
50 Years	Up to \$500 Item or Gift Card
55+ Years at 5 Year Increment	Up to \$500 Item or Gift Card

7. **RETIREMENT SYSTEM** - Price Municipal Corporation participates in the Utah State Retirement System (URS). Eligibility and contribution rates are established by the Utah legislature. Only the City Council is authorized to establish additional or different retirement benefits. Additional details are available from URS.
8. **BENEFIT EXTENSION PROGRAM**
  - A. Employees who terminate gainful employment with Price Municipal Corporation and have accumulated at least ten (10) years of service, and whose reason for leaving Price Municipal Corporation employment is retirement after age sixty-two (62), shall be allowed to participate in the Benefit Extension Program, by paying the entire and total premium and cost, for all medical and dental insurance coverage, as provided by Price Municipal Corporation's benefit policy then actively in force, subject to the following conditions:
    - (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.
    - (2) In the event that any former employee who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in

---

<sup>5</sup> Clarified inclusion of volunteer firefighters 2021.

paragraph A above and subsequently secures employment which offers medical and/or dental insurance coverage for that former employee and his/her dependents, , participation and eligibility in the Price Municipal Corporation's Benefit Extension Program by that same employee shall cease and terminate with respect to medical and/or dental insurance coverage.

- (3) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons who fail to pay the total premium or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy. Otherwise, such eligible persons may continue receiving their benefits indefinitely, as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.
- (4) Participation in the medical and dental insurance coverage can continue until the former employee or eligible dependent(s) qualify for Medicare, reach age sixty-five (65), or become ineligible. After qualifying for Medicare, reaching age 65, or becoming ineligible the former employee and or dependent(s) cannot continue receiving the medical and dental insurance. They can, however, participate therein by paying the total and complete cost of a Price City Group Medicare Supplement policy if allowed by the policy provider.

B. Employees who terminate gainful employment with Price Municipal Corporation, have accumulated at least ten (10) years of service, and whose reasons for leaving City employment are retirement after age sixty-two (62), shall be allowed to continue to participate, in all group medical and dental insurance coverage as allowed by Price Municipal Corporation's benefit policy then actively in force according to the same terms, conditions and cost-sharing applicable to active employees. Such eligible persons may continue receiving their benefits indefinitely, subject to the following:

- (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.
- (2) In the event that any former employee or qualifying eligible dependent who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in Paragraph B above and subsequently secures employment which *offers* (regardless of acceptance or enrollment) medical and/or dental insurance coverage for the former employee and his/her dependents, participation and eligibility in the Price Municipal Corporation's Benefit Extension

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 17: Benefits

Page 8 of 10

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



Program by that same former employee shall cease and terminate, and the City shall then be under no further obligation to provide or participate in medical and/or dental insurance coverage to or for the former employee and his/her dependents.

- (3) Continued participation is conditional upon timely payment of all required participation amounts to Price Municipal Corporation or the insurance carrier on or before the due dates established for said premiums. Persons who fail to pay the required premiums or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy and be considered not eligible for re-enrollment in any Price Municipal Corporation facilitated or sponsored benefit/health insurance plan or program. Otherwise, such eligible persons may continue receiving their benefits until eligibility ceases; as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.
  - (4) Participation in the medical and/or dental insurance coverage can continue until the former employee or qualifying eligible dependent(s) qualify for Medicare, reach age sixty-five (65), or become ineligible. After qualifying for Medicare, reaching age sixty-five (65), or becoming ineligible the former employee and or dependent(s) cannot continue receiving the group medical and dental insurance benefits. However, a Medicare Supplement Policy may be provided up to a maximum cost of three-hundred dollars (\$300.00) per month per eligible former employee or eligible dependent(s).
- C. The provisions of this Benefit Extension Program, as set forth herein, shall apply only to eligible employees and their qualifying eligible dependents at the time of employment separation for reasons of retirement, or disability, and as outlined above. Cessation of a dependent relationship, as defined by US Tax Code, shall also end the eligibility of those dependents under this Benefit Extension Program.
- D. The provisions of the Benefit Extension Program, as set forth herein, shall apply to all employees retiring or leaving the City's employment as referenced above on or after September 1, 1984.
- E. The Benefit Extension Program shall not be offered or available to those employees hired on or after July 1, 1997. Such employees, however, shall be allowed to participate in the Benefit Extension Program, at full and total cost to the employee, subject to the same terms and conditions set forth above.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 17: Benefits

Page 9 of 10

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

9. **DEPENDENT QUALIFICATION AND ELIGIBILITY FOR BENEFIT EXTENSION**

A. Beginning January 1, 2021 to be eligible for inclusion in the Benefit Extension Program, dependents of employees who terminate gainful employment with Price Municipal Corporation that have accumulated at least twenty (20) years of service, and whose reasons for leaving City employment are retirement after age sixty-two (62) shall be required to be a dependent on the employees Price Municipal Corporation sponsored, paid in full or in part by Price Municipal Corporation, health insurance plan/program for a minimum period of not less than ten (10) years prior to the qualifying employee termination to be eligible for inclusion in the Benefit Extension Program.

B. Dependents in this context are that defined by the US Tax Code.

The Price City Council may, from time to time, change, amend or waive any provisions of the Benefit Extension Program.

## **SECTION 18: FAMILY AND MEDICAL LEAVE ACT**

---

### **1. GENERAL POLICY**

- A. The Family and Medical Leave Act of 1993 (FMLA) requires many employers, including “public agencies” to provide up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for “eligible” employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member. Price Municipal Corporation shall also consider “in loco parentis” situations on a case-by-case basis, including same-sex spouses for the situational applicability of FMLA authorized leave<sup>1</sup>. Price Municipal Corporation has chosen to calculate a twelve (12) month period as a “rolling” twelve (12) month period measured backward from the first date an employee uses any FMLA leave. Pursuant to FMLA final rules promulgated by the Department of Labor (DOL), a seven (7) year break in service shall require the employee to meet the twelve (12) months of employment standard again<sup>2</sup>.
- B. A single “public agency” is further defined under Section 3(x) of the Federal Labor Standards Act to include Price Municipal Corporation.
- C. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.
- D. “Intermittent leave” or a “reduced leave schedule” for medical reasons can be taken under this policy “when medically necessary”. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and Price Municipal Corporation mutually agree to that arrangement.
  - (1) Intermittent leave is leave that is not taken consecutively.
  - (2) A reduced leave schedule is a leave schedule that reduces the usual number of hours per work week or hours per work day.

### **2. ELIGIBILITY - To be “eligible” for FMLA leave, an employee must:**

---

<sup>1</sup> In Loco Parentis is a Latin term meaning “instead of a parent”. In this context Price Municipal Corporation is choosing to consider FMLA leave authorizations for foster parents/kids and custodial grandparents raising children. Update 2020.

<sup>2</sup> Seven (7) year break in service reference updated 2020.

- A. Have been employed for at least twelve (12) months by the employer;
  - B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with that employer during the previous twelve (12) months; and
  - C. Be employed by an employer who employs at least fifty (50) people within a seventy five (75) mile radius around the work site.
  - D. In the circumstance married individuals are both employed by Price Municipal Corporation and individually both qualify for FMLA leave, FMLA leave shall be combined and the twelve (12) week period shall run concurrently, not consecutively.
  - E. Qualify for activity duty military, military family or military caregiver exigencies related to military service<sup>3</sup>.
3. **LEAVE OPTIONS** - At either the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave. It shall be the base position of Price Municipal Corporation that employee's utilizing unpaid FMLA leave use up to one-hundred percent (100%) of available paid leave in the employee's own time off bank or that donated by other Price Municipal Corporation employee's, consistent with the sick leave donation section of this policy, while away from work on FMLA leave<sup>4</sup>.
4. **NOTICE AND MEDICAL CERTIFICATION REQUIREMENTS** - When an employee notifies Price Municipal Corporation of his/her request for FMLA leave, Price Municipal Corporation will provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form (Form WH-381). Price Municipal Corporation may require the employee to provide advanced leave notice and medical certification. Employees who are required to provide medical certification will use a Certification of Physician or Practitioner Form. Additionally, FMLA leave may be denied if the following requirements are not met:
- A. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable". When this is not possible, the employee should provide such notice as is possible.
  - B. The employee may be required to provide the employer with medical

---

<sup>3</sup> Military FMLA leave reference added 2020.

<sup>4</sup> Added expected use of personal time off during FMLA of 100% of time available based on Pryor HR Law seminar attended 4-9-20.

certification to support a request for FMLA leave because of a serious health condition. If the employer requires a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) opinion, they will both be at the employer's expense.

- C. A fitness for duty report is required before an employee returns to work with the employer.

## 5. **BENEFITS AND EMPLOYMENT STATUS**

- A. During the FMLA leave, the employer must maintain the employee's health benefits coverage under any "group health plan" that the employee has with the employer. Employees are required to continue to pay the employee share of health insurance costs while on FMLA leave<sup>5</sup>.
- B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during the FMLA leave.
- C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- D. An employee who does not return to work after being on unpaid FMLA leave will be required to reimburse the city for payment of health insurance premiums paid by the employer during the employees' unpaid FMLA leave.
- E. An employee on FMLA or returning from FMLA leave may be subject to disciplinary actions resulting from the FMLA condition, but not the FMLA condition itself<sup>6</sup>.

---

<sup>5</sup> Payment of health insurance clarified 2020.

<sup>6</sup> Clarified behavior or circumstances resulting from an FMLA condition may be cause for disciplinary action added 2020 based on HR Law seminar.

## **SECTION 19: LEAVES OF ABSENCE**

---

### **1. ABSENT WITHOUT LEAVE**

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the supervisor or Department Head.
- B. Any employee who is absent for three (3) or more consecutive work days without authorized leave shall be deemed to have voluntarily resigned his/her position and employment without notice, referred to as Job Abandonment. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Department Head or Mayor by subsequent grant of leave with or without pay as the circumstances dictate.

### **2. ANNUAL VACATION LEAVE**

- A. Annual leave is intended to benefit the employee, and employees are encouraged to take annual leave in the year in which it is earned. Annual leave time (vacation time) does not need to be used for a traditional vacation but can and may be used for general time away from work, self-care, and stress prevention. Carry-over of annual vacation time from one year to the next has limitations.
- B. Annual leave will accrue during an employee's introductory period, but may not be used during the first six months of employment. Employees who terminate or are terminated within the six (6) month introductory period shall not be compensated for accumulated annual leave, nor shall they be advanced unearned vacation leave.
- C. All full-time employees will accrue annual leave as follows:
  - (1) 0-10 yrs. service      8 hours per month (12 days per year)
  - (2) 10-20 yrs. service    10 hours per month (15 days per year)
  - (3) 20+ yrs, service      12 hours per month (18 days per year)
- D. Unused annual leave may be carried over from year to year, except that the maximum amount carried from year to year shall not exceed thirty (30) days (two-hundred forty (240) hours). After December 31st of each year, accumulated vacation in excess of thirty (30) days shall be forfeited. A written report shall be compiled detailing the reasons for leave forfeiture<sup>1</sup>.

---

<sup>1</sup> This report shall be generated from the official Price Municipal Corporation time management system and

Employees that may experience a one-time specific personal or work-related extenuating circumstance during the calendar year creating a circumstance that places the employee in a position that he/she cannot utilize annual leave in excess of the maximum before December 31<sup>st</sup> of the year, may utilize unused annual leave hours carried over within a grace period, not to exceed ninety (90) days, in to the new calendar year or March 31<sup>st</sup> of the new calendar year. Under no circumstances shall an employee be permitted carry over more than (30) days (two-hundred forty (240) hours), including annual leave carried over into the grace period or new annual leave accrual(s), beyond the end of the grace period.

Employees wanting to utilize the grace period to carry over annual leave from one calendar year to the next shall:

- (1) not be in violation of any section of this Policy or have received a sub-standard annual employment evaluation within two (2) years;
- (2) Provide a written and signed request, co-signed by the employee's supervisor identifying the carry over request and specific extenuating circumstances to the HR Director;
- (3) Conduct of Price City business is not impacted by the carry over and use of annual leave in excess of the maximum into the grace period;
- (4) employee shall not have carried over annual leave in excess of the maximum within the prior five (5) years.

- E. Annual leave will be scheduled so as to meet the operating requirements of the department and Price Municipal Corporation. Seniority and/or earliest request within the various departments shall be the basis for resolving conflicts, should conflicts occur. Department Heads may deny leave requests when scheduling considerations cannot be met.
- F. An authorized Price Municipal Corporation holiday shall not constitute a day of annual leave. When an authorized holiday falls within the time period of any employee's annual leave, he/she will not be charged annual leave for that day.
- G. Leave without pay will not be allowed if the employee has earned annual leave or comp time on record, except under the following circumstances:
  - (1) During the first six (6) months of probationary employment; or
  - (2) During an official leave of absence.

---

provided to the Human Resource Director within twenty (20) working days following the end of the year.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 2 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- H. Employees hired after the fifteenth (15<sup>th</sup>) day of the month will accumulate vacation credits beginning the following month. Those hired on the fifteenth (15<sup>th</sup>) day of the month or earlier will receive credit for that month.
- I. Non-introductory employees who terminate from Price Municipal Corporation employment shall be paid for all unused vacation accrued to their credit. Exceptions would be authorized when an employee is terminated for destructive conduct toward personnel or property of Price Municipal Corporation, when Price Municipal Corporation property is unlawfully retained in the employee's possession, or other valid reason as determined by the City Council.
- J. Should a former full-time employee be rehired and remain in employment for five (5) consecutive years after rehire, his/her time of employment will be bridged to include total years of service in the determination of vacation time earned.
- K. Vacation leave does not accrue during leaves of absence without pay.
- L. All vacation leave must be approved by a Department supervisor, and should generally be requested at least twenty-four (24) hours in advance.
- M. Persons hired on an emergency, part-time, seasonal, temporary or contract basis shall not accrue annual vacation leave.
- N. A holiday which falls during an employee's annual vacation leave shall be counted as a paid holiday and not as annual vacation leave.
- O. An employee who is separated from employment may be compensated for all accrued annual vacation leave.

### 3. **SICK LEAVE**

- A. Sick leave, unlike vacation, is an employee's privilege rather than a right. Sick leave is a type of insurance policy which Price Municipal Corporation supports to enable employees to provide income to their families during periods of short and long term illness. Employees who abuse Price Municipal Corporation's sick leave policy may receive an unsatisfactory evaluation rating for attendance, due to loss of work time.
- B. **Accrual:** Full-time, permanent employees accumulate sick leave credits at the rate of one (1) day (eight (8) hours) for each month of continuous service, twelve (12) days per year maximum. Credits begin on the first of

#### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 3 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020



the month for those hired between the 1st and the 15<sup>th</sup> days of the month. For those hired between the 16th and the 31st days of the month, credits begin on the first day of the following month. Unused sick leave may be carried over from year to year until a maximum of one-hundred twenty (120) days (nine-hundred sixty (960) hours) are accrued. Sick leave in excess of the carry-over maximum shall not be paid out to employees in a cash payment.

C. Sick leave is provided for the following purposes:

- (1) To assist employees in remaining healthy. Sick leave provides for scheduling and attendance of medical, optical, and dental appointments.
- (2) To assist employees in recovering from illnesses so they can return to work as soon as possible.
- (3) To assist employees in providing needed care to immediate family members (husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild) when necessary for the welfare of the employees' families. Requires approval by the Department Head.

When dealing with human medical issues, each situation must be evaluated on its own merits. Discretion by both the employee and Price Municipal Corporation is required when medical issues arise.

D. When an employee calls-in sick, the employee should be:

- (1) At a medical, optical, or dental appointment which includes going to or coming from such an appointment. The supervisor should be advised of the location of the appointment and the estimated amount of time needed to complete the appointment. The time used for the appointment(s) must be reasonable with respect to the extent of the medical problem and location of the office, clinic or hospital where the service is being provided; or
- (2) At home recovering from an illness or injury. The supervisor should be advised of any special treatment or any other unusual problems or issues that would require the employee to be away from home; or
- (3) Assisting immediate family members who are ill. The employee

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 4 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

should be directly involved in the actual physical care of that family member if the sick leave exceeds three days. The supervisor should be advised of the location where the assistance is being rendered and the amount of time needed.

- E. In the event of extended illness in excess of twelve (12) days and up to thirty days (30), the employee shall notify the Department Head of the anticipated absence. Anticipated absences for a period greater than thirty (30) days must be submitted to the Human Resources Director for review notification of the City Council.
- F. In addition, when in the judgment of a Department Head, an employee's physical or mental condition appears to adversely affect the employee's ability to perform the duties of the employee's position, the Department Head may require the employee to undergo examination by a physician in accordance with administrative procedures.

In cases involving proposed discipline or reassignment of an employee deemed physically or mentally unfit, the entire file shall be reviewed by the Department Head and Human Resource Director and the City's legal counsel prior to the effective date of discipline or reassignment. Price Municipal Corporation may conduct further hearings or inquiries as deemed necessary to arrive at a decision. The decision of Price Municipal Corporation shall be final.

- G. Employees will not be paid for sick leave in excess of the amount accrued. Unaccrued sick leave will not be advanced.
- H. All sick leave used after giving notice of termination must be supported by a doctor's certificate.
- I. **CONVERSION** - If an employee's accrued sick leave exceeds sixty (60) days (four-hundred eighty (480) hours), those days in excess of sixty (60) may be traded at a ratio of four (4) sick days for one (1) vacation day, not to exceed three (3) vacation days per year. This conversion does not apply when an employee retires or terminates employment for any other reason.
- J. **SICK LEAVE/CASH CONVERSION ON SEPARATION** - An employee in good standing leaving employment with Price Municipal Corporation may receive payment for one-fourth (1/4) of the accumulated sick time. Said payment shall not exceed one (1) month's base pay. To receive this benefit, all sick leave will be deemed to have been 'cashed in'.

#### 4. **SICK LEAVE ASSISTANCE**

##### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 5 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- A. The purpose of the Sick Leave Assistance Policy is to provide needed sick leave to qualifying department employees. The program is intended to aid employees who have had a serious accident or illness requiring extended absence beyond thirty (30) days or more from work and whose leave benefits have been or will be exhausted. This policy is not intended to underwrite, encourage or justify abusive use of sick leave. In order to be eligible to receive donated sick leave, employees must have used all of their accumulated sick and annual leave and must not have a history of leave abuse. Donated sick leave/sick leave assistance is calculated as “hours in – hours out” irrespective of the individual employee wage level donating or receiving hours<sup>2</sup>.
- B. Any employee having in excess of two-hundred forty (240) hours (thirty (30) days) of unused sick leave may donate his/her hours in excess of two-hundred forty (240) for use by another employee. Employees donating sick leave cannot donate more than ninety-six (96) hours (twelve (12) days) per calendar year. Employees must have at least one year of service before they qualify for assistance, and must be eligible for leave benefits to utilize this program.
- C. The maximum number of sick leave assistance hours which may be used by an employee shall be one-thousand forty (1040) hours (one-hundred thirty (130) days) per accident or illness. If an individual does not utilize all of the leave available in the leave bank, the leave hours shall be returned to the donating individuals. The first hour donated by all individuals will be used first, the second hour donated will be used next, etc. By using donated hours this way, unused hours will be returned to those having donated the highest number of hours.
- D. Hours donated to the Sick Leave Assistance program may not be used until all other forms of useable leave are exhausted, and when applicable, disability benefits are not yet available or are exhausted. Sick Leave Assistance hours may not be utilized at the same time as workers’ compensation salary benefits or long-term disability. Employees on donated sick leave shall accrue leave. Discretionary time taken off for pregnancy related reasons will not qualify an employee to have access to donated sick leave. Medical leave for pregnancy related reasons will qualify for access to donated sick leave.
- E. All use of the Sick Leave Assistance Program shall be subject to review by the employee’s Department Head and Human Resource Director.

---

<sup>2</sup> Clarification of hours not dollars associated with hours for sick leave donation added 2020.

5. **BEREAVEMENT LEAVE** - Leave with pay may be authorized in the case of death in the immediate family to the extent considered reasonable and necessary by the Department Head. This allowance, however, is not to exceed three (3) working days, a maximum total of twenty-four (24) hours of paid bereavement time off per qualifying incident. Immediate family for the purpose of this policy is defined as: husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild.

6. **HOLIDAY LEAVE**

A. The following days have been designated by Price Municipal Corporation to be paid holidays:

New Year's Day	January 1
Human Rights Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday of November
Christmas Day	December 25

B. In addition to the above holidays, each employee shall be allowed two (2) personal choice holidays with pay of eight (8) hours each, which may be taken at any time during the year. To assist with scheduling of personnel, employees are required to provide at least one week notice in advance of taking a personal choice holiday off. Two (2) personal choice holidays of a total of sixteen (16) hours shall accrue to each qualifying employee's time off bank in January of each calendar year. New employees hired on or before March 31<sup>st</sup> of the calendar year shall be permitted to accrue two (2) personal choice holidays of sixteen (16) total hours. New employees hired on or after April 1<sup>st</sup> of the calendar year shall be permitted to accrue one (1) personal choice holiday of eight (8) hours. Personal choice holiday time off does not carry over from one calendar year to the next and any personal choice holiday time off is not paid out upon employee termination.<sup>3</sup>

C. When a holiday falls on a Saturday, it shall be observed on the preceding

---

<sup>3</sup> Clarification of personal choice holiday time off accrual, carryover and cash out added 2021.

work day. When it falls on a Sunday, it shall be observed the following work day.

- D. Any changes in the designated holiday schedule must be approved by the City Council.
  - E. Due to the 24-7 scheduling, Police Officers may utilize a combined holiday and personal day time off approach wherein ten (10) hours of combined time accrues each month (one-hundred-twenty (120) hours per year) and is utilized by officers at the rate of ten (10) paid hours of time off per month.
7. **COURT OR JURY LEAVE** - A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any Price Municipal Corporation litigation in any municipal, county, state, or federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to Price Municipal Corporation. Paid leave will not be granted when the employee is serving as his own witness in financial and related suits which the employee has initiated.
8. **MATERNITY LEAVE**
- A. An employee who becomes pregnant may continue working until such time as she can no longer satisfactorily perform her duties or her physical condition is such that her continued employment may be injurious to her health.
  - B. Sick leave which is regularly available to cover time for illness, physical examinations and periods of incapacitation will be available to the pregnant employee for the same purpose.
  - C. Maternity leave shall be granted on the same basis as any other temporary disability or illness.
9. **INJURY LEAVE** - Any employee injured on the job, however slightly, must report the injury immediately to the respective supervisor or Department Head. It shall be the duty of the respective supervisor or Department Head to obtain information regarding the accident or injury and to complete and submit such reports as are required. In some cases, on the job injury may prevent an employee from returning to work and performing his/her regular duties. Price Municipal Corporation will reasonably attempt to accommodate alternate, light, restricted or transitional duty for workers injured on the job. In those cases modified, alternative, light, restricted or transitional duties, conducive to restrictions

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 8 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

prescribed by the medical professional, may be assigned to the injured employee and Price Municipal Corporation will reasonably attempt to help the injured employee design a work strategy that meet's the injured employee's needs.. Modified, alternative, light, restricted or transitional duties provide an opportunity for employees to earn their full, normal wages in lieu of the reduced workers compensation amounts. Follow-up management of workers compensation claims by Price Municipal Corporation with an injured employee and medical providers may take place to ensure the employee is receiving the care required, properly attending medical appointments and complying with restrictions or duty assignments. Failure to return to work in a full alternative, light, restricted, transitional or modified duty status when released to do so can result in discipline up to and including termination.

When employees are unable to perform their regular duties due to off-the-job injuries and illness, the sick leave benefit is intended to provide compensation and alternative, light, restricted, transitional or modified light duty will not be assigned. In cases where transitional modified duty is not allowed or available, injury leave is one of the leaves of absence available to employees. Injury leave will be compensated from workers compensation benefits, accrued sick leave, sick leave assistance or will be unpaid. During unpaid injury leave, vacation leave, sick leave, or time toward yearly performance evaluation shall not accrue., Injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leaves requires conformance with all workers' compensation regulations when applicable.

10. **EMERGENCY LEAVE** - The Department Head, may allow a permanent or probationary employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employee's sick leave, annual vacation leave, or accrued compensatory time. The City Council shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, or time toward the employee's yearly performance evaluation, if applicable, shall not accrue.
11. **MILITARY LEAVE**
  - A. Employees who pursuant to military orders enter active duty, active duty for training, inactive duty training, or state active duty, shall be granted leave in accordance with Sections 39-1-36 and 39-3-1, Utah Code Annotated, 1953 as amended (UCA).
  - B. For purposes of this Policy and in accordance with Sections 39-3-1 and 67-16-3 (12) UCA, an employee means a person who is not a public officer, who is employed full-time, part-time, or on a contract basis.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 9 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

**12. ADMINISTRATIVE LEAVE WITH PAY**

- A. While performing authorized duties - A permanent or probationary employee may be granted administrative leave with pay to perform authorized duties in connection with Price Municipal Corporation business, attend trade or professional meetings which relate to official duties, participate in recognized and authorized training programs, or to otherwise facilitate the needs of Price Municipal Corporation.
- B. Pending possible disciplinary action - A permanent or probationary employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.
- C. Garden Leave. Price Municipal Corporation may, at its sole option and discretion, allow, request or require that a terminating employee that has provided written notice to Price Municipal Corporation of said employee's resignation/termination to forgo attending work and be paid out for the final days of scheduled work during the resignation/termination period. In this circumstance the employee is not expected to work, but shall be available to be contacted or called in to work as long as the resignation/termination period continues.

**13. LEAVE WITHOUT PAY**

- A. The Department Head with concurrence of the Mayor may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of his/her position and employment without notice.
- B. A leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, and time toward his/her performance evaluation, if applicable, shall not accrue.
- C. Leave without pay shall be granted:
  - (1) For education purposes when the employee's course of study will be of direct benefit to Price Municipal Corporation, the absence will not be a hardship upon the employee's department, and the

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 19: Leaves of Absence

Page 10 of 11

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

employee agrees to return to work at the end of the leave without pay period.

- (2) To attend funerals not covered by the funeral leave policy.
- (3) To attend to an ill or injured member of the employee's immediate family (husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild) when the absence is not covered by sick leave.

D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the Department Head may decide if the leave without pay is warranted.

14. **SAFETY LEAVE<sup>4</sup>** – Leave may be approved by a supervisor or Department Head or the Mayor for employees that cannot report to work in a safe manner due to environmental conditions (such as a snow day) or other non-controllable circumstance. It is not expected that safety leave shall extend beyond a partial day of work or one (1) day of work. Safety leave time off may be compensated through the use of an employee's vacation time or personal time, not sick time. Safety leave may be unpaid if the employee is unable to report to work in a safe manner due to environmental conditions (such as a snow day) or other non-controllable circumstance and does not have any vacation time or personal time to use to compensate for the missed work time. Safety leave time away from work may be made up by the employee during that same week at the discretion of the respective supervisor or Department Head.

15. **DOCUMENTATION OF LEAVE** - Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the respective supervisor or Department Head as soon as possible. In some cases where official paperwork is not available, the respective supervisor or Department Head may request that the employee supply additional information in writing to support the absence.

---

<sup>4</sup> Concept of safety leave added 2020.



## **SECTION 20: GENERAL SAFETY**

---

1. **GENERAL POLICY** - The following general safety rules will apply in all Price Municipal Corporation work places. Each department may prepare separate supplemental safety rules applicable to the specific nature of work of the department but not in conflict with these rules:
  - A. Proper licensing and extreme caution are required of all employees operating any type of power equipment.
  - B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
  - C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
  - D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor or Department Head. All applicable federal, state, and local laws or regulations pertaining to occupational injuries or illnesses will be followed and complied with at all times.
    - (1) Accident Report Forms are provided for reporting accidents and may be obtained from the intranet, any supervisor or Human Resources.
    - (2) All accidents resulting in injury requiring treatment by a medical professional and accidents causing cumulative property damage in excess of one-thousand dollars (\$1,000) must be reported to the Human Resources department. Employees involved in such accidents will also be subject to testing for drugs and alcohol in their system. Any employee who refuses such testing will be subject to immediate termination.
    - (3) Failure to properly report an injury or illness as required by state law and organization policy could result in loss of compensation benefits and lead to corrective action up to and including termination.
  - E. Defective equipment will be reported immediately to the supervisor or Department Head and if it creates a hazard will be immediately corrected, repaired, replaced, or removed from service.
  - F. Employees will not operate equipment or use tools for which licensing and

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 20: General Safety

Page 1 of 5

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

training has not been received.

- G. Any employee choosing to operate equipment without proper licensing and training or that completes work of any kind in disregard to safe work practices will be subject to corrective action up to and including termination.
  - H. In all work situations, safeguards required by State and Federal Safety Orders will be provided and followed.
  - I. Dangerous weapons are not permitted in Price Municipal Corporation buildings, on Price Municipal Corporation property or in/on Price Municipal Corporation vehicles and equipment. This does not apply to law enforcement.<sup>1</sup>
2. **PROPER USE OF PRICE MUNICIPAL CORPORATION EQUIPMENT AND TOOLS** - The use of Price Municipal Corporation equipment or tools for private purposes is strictly prohibited. However, reasonable use of Price Municipal Corporation tools and equipment to protect property and preserve life may be authorized.
- A. Employees shall be required to attend training provided by Price Municipal Corporation; including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by Price Municipal Corporation.
  - B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No employees shall be allowed to operate such vehicles unless they have a current Utah commercial driver's license in their possession. Employees must renew their commercial driver's license at four (4) year intervals, or as may otherwise be required under Utah law.
  - C. Employees shall properly use all equipment and tools, and only for their intended purpose. No safety feature of equipment or tools shall be bypassed, disconnected, or otherwise prevented from engineered use. Any violation of this provision may result in corrective action up to and including termination.
  - D. Operators and passengers in Price Municipal Corporation owned or leased

---

<sup>1</sup> Updated 2020 based on insurance carrier recommendations and HR managers training attended.

vehicles equipped with seat belts must wear them when the vehicle is in operation and all employees operating vehicles shall observe all local traffic laws.

- E. Employees shall keep all Price Municipal Corporation owned or leased vehicles and motorized equipment which are used by them clean, presentable, and serviceable and shall conduct a pre-check before operating said vehicle and equipment.

**3. RESPONSIBILITY AND ACCOUNTABILITY FOR SAFETY** – All employees are responsible to promote safety and well-being while working at Price Municipal Corporation. This includes personal responsibility to wear appropriate personal protective equipment, to perform work safely, and to address all unsafe behaviors and conditions. All employees are accountable for the overall safety of themselves and others.

- A. Employees report to Price Municipal Corporation Supervisors and are responsible for the safety of themselves and others. Employee safety responsibilities include but are not limited to the following list:

- (1) Perform safe working practices at all times.
- (2) Identify and report any unsafe working condition or behavior and take action to help prevent an accident.
- (3) Ensure all personal protective equipment has been checked for defects prior to use.
- (4) Use all personal protective equipment required by conditions in the workplace.
- (5) Report all accidents.
- (6) Remain vigilant and observant of and for incidents and situations that may lead to workplace violence including but not limited to domestic violence, active shooter, and physical violence. Any situations or incidents shall be immediately reported to a supervisor, Department Head or other appropriate authority including the Price City Police Department.

- B. Supervisors ultimately report to Department Heads and are responsible to ensure that Price Municipal Corporation employees work in a safe and efficient manner. Additional supervisor safety responsibilities include but

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 20: General Safety

Page 3 of 5

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

are not limited to the following list:

- (1) Manage and enforce systems to report all accidents and participate in accident investigation and incident reviews.
- (2) Create a line of communications for employees to follow safe work, injury management, and return to work Price Municipal Corporation policies, including the use of personal protective equipment.
- (3) Assure pre-work meetings are conducted to discuss safety issues related to work projects and assignments.
- (4) Review employee's work and give direction concerning safety on the job.
- (5) Ensure treatment is given to any employees that require medical care related to work.

C. Department Heads report to the Price City Mayor and are accountable to maintain and focus on accomplishing safety and health programs accepted by Price Municipal Corporation. Additional Department Head safety responsibilities include but are not limited to the following list:

- (1) Be aware and accountable for safety and occupational health in their department.
- (2) Assure that incident reviews are conducted, reported and recommendations are addressed; as prescribed for accidents, injuries and near misses.
- (3) Ensure serious accidents are reported to the Risk Manager or Mayor.
- (4) Identify actions that will create a positive safety climate.
- (5) Ensure safety reviews are completed.
- (6) Create a safety and health goal that will be feasible and attainable each year.

#### 4. **CHEMICAL HAZARDOUS COMMUNICATION<sup>2</sup>** – To better ensure the

---

<sup>2</sup> Updated into Policy pursuant to OSHA inspection of Price City Police Department in May 2019, added

health, safety and welfare of Price Municipal Corporation employees, and to reduce the potential hazards to employees from chemical substances used and/or stored in Price Municipal Corporation workplaces/worksites and facilities. The following practices shall be observed:

- A. Maintain written inventories of hazardous chemicals used or stored in Price Municipal Corporation work areas.
- B. Clearly label all products and containers stored so the label is legible and visible.
- C. Maintain current file(s) of Safety Data Sheets (SDS) for all hazardous materials and keep copies of SDS's at each workplace/worksites for all chemicals and materials used and/or stored at that specific site.
- D. Provide general training to all employees regarding health hazards, proper handling of chemicals, correct emergency procedures, and proper use of chemical hazard information.
- E. Provide outside firms and contractors working or operating on Price Municipal Corporation property, facilities, worksites, workplaces with all pertinent chemical hazard information as well as protective measures and equipment to mitigate the probability of human exposure to materials or chemicals that may be harmful.

## **SECTION 21: OSHA REQUIREMENTS**

---

1. **GENERAL POLICY** - It is the policy of Price Municipal Corporation to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees. For purposes of this policy, OSHA compliance shall be interchangeable with other applicable governing agencies such as UOSH (Utah Occupational Safety and Health).
2. **POSTING OSHA NOTICES** - Price Municipal Corporation will post all required OSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from their Department Head or the Risk Manager when they have questions about any of the standards which are provided under OSHA.
3. **INSPECTION PROCEDURES** - All employees should follow the procedures listed below in the event an inspector from OSHA appears on the job site.
  - A. If an inspector arrives on the job site, employees should understand that they are not authorized to offer any information requested by the inspector.
  - B. The employee will inform the inspector that the employee will contact the Department Head who will accompany the inspector during any inspection.
  - C. The Department Head should make sure all employees know who they are required to contact, including all alternates, in the event an OSHA inspector appears on the job site.
  - D. If the OSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the Department Head should ask the inspector to reveal his/her credentials and should examine them before allowing an inspection of the job site.
  - E. If the credentials are appropriate, and before beginning the inspection, the Department Head should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, Department Head shall request a copy of the complaint. This will help Price Municipal Corporation correct any safety problems. (Please Note: Under no circumstances should the information received on an employee complaint be used for disciplinary action toward the employee.)

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 21: OSHA Requirements

Page 1 of 3

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

- F. The Department Head should not refuse an inspection of the job site.
- G. The Department Head should accompany the inspector during the entire inspection of the job site.
- H. The Department Head should take notes throughout the entire inspection. The Department Head should note every comment and observation made by those participating in the inspection. The Department Head accompanying the inspector should not volunteer any unsolicited information.

#### 4. **ACCIDENT REPORTING PROCEDURES**

- A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the respective supervisor or Department Head, who will ensure prompt and qualified medical attention is provided and all required OSHA or other appropriate agency and organization reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by the respective supervisor or Department Head shall be subject to disciplinary action, up to and including termination.
- B. The Department Head will investigate the job related injury to determine the cause of the injury.
- C. Price Municipal Corporation shall contact OSHA or other appropriate agency and organization within twelve (12) hours of the occurrence of any job related death, disabling, serious, or significant injury, and/or any occupational disease.
- D. Price Municipal Corporation shall file the required report with OSHA or other appropriate agency and organization within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to OSHA if they require only minor first-aid treatment.
- E. Price Municipal Corporation shall maintain copies of legally mandated accident and safety related reports.
- F. Price Municipal Corporation shall give the employee a copy of accident reports and filings and explain the employee's rights and responsibilities

#### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 21: OSHA Requirements

Page 2 of 3

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

concerning the work related injury or occupational disease.

- G. If an employee later dies as a result of work related injury, Price Municipal Corporation shall file a report with OSHA or other appropriate agency or organization within seven (7) days of first knowledge or notification of the death.



## **SECTION 22: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES**

1. **GENERAL POLICY** – Price Municipal Corporation will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using a Hold Harmless Agreement, which is a part of the Indemnity Provision Contract, or the entire Indemnity Provision Contract.
2. **SUPERVISOR RESPONSIBILITIES**
  - A. To ensure that no work is performed by any private contractor until:
    - (1) A written contract between Price Municipal Corporation and the contractor has been entered into and signed by both parties.
    - (2) The signed written contract has been co-signed by the City Recorder, if required, as required.
  - B. Each contract with a private contractor should contain indemnity/ hold harmless clauses which provide that:
    - (1) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, sub-contractors, employees, agents, and volunteers.
    - (2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage in a minimum amount of one-millions dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) aggregate, including liability insurance covering the contract concerned, prior to the execution of the contract.
    - (3) Price Municipal Corporation and its officials, employees, agents and volunteers must be named as “additional insureds” on the liability insurance policy.

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 22: Protection from Contractor Caused Liabilities

Page 1 of 2

Approved: July 1, 2021. Supersedes Prior Dated: July 1, 2020

- C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying proper and adequate workers' compensation insurance coverage and all contractors should be required to present written verification of workers compensation insurance (or evidence of qualified self-insurance) prior to commencement of any work or project for Price Municipal Corporation.

## **SECTION 23: CONFINED SPACE ENTRY**

---

1. **GENERAL POLICY** - Price Municipal Corporation shall have a written confined space entry policy, if required in accordance with Volume 29 Code of Federal Regulation 1910.146.
2. **REQUIREMENTS** - When required, the written confined space entry policy shall include at least the following:
  - A. Annual training on confined space issues;
  - B. A review of potential confined spaces;
  - C. A permitting system for entering permit-required confined spaces;
  - D. A rescue plan for managing confined space incidents;
  - E. Protocols for managing contractors doing work in Price Municipal Corporation's confined spaces; and
  - F. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

## **SECTION 24: EMERGENCY RESPONSE PLANNING**

---

1. **GENERAL POLICY** - Price Municipal Corporation has developed the following Emergency Response Plan. All employees will be expected to adhere to this Emergency Response Plan to the maximum extent possible and practicable.
2. **EMPLOYEE EMERGENCY NOTIFICATION**
  - A. Supervisors are responsible for notifying all Price Municipal Corporation employees of the emergency response action to be taken in the event of a disaster or pending disaster, if possible.
  - B. Notification for Price Municipal Corporation employees will be made by the Mayor or Department Head or Supervisor.
3. **NATURAL DISASTER RESPONSE PLAN (WIND, WATER, FIRE, EARTHQUAKE)**

Following a Natural Disaster:

- A. Employees already at work will assess the disaster and take whatever action is deemed necessary, within the law, to protect themselves, their fellow employees, and the public in general.
  - (1) Employees will report to the incident commander as soon as practical and await instructions.
  - (2) Use of all Price Municipal Corporation vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee's supervisor during an emergency situation.
  - (3) Employees will be allowed to contact their families as soon as their supervisors can allow this action to be taken.
- B. Employees not at work will assess the disaster and take whatever action is necessary, within the law, to protect themselves and their families, and will contact their supervisor, Department Head or the incident commanders soon as practical for further instructions.

4. **MANMADE DISASTER RESPONSE PLAN**

Following a Manmade Disaster:

Employees already at work will assess the disaster and take whatever action is deemed

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 24: Emergency Response Planning

Page 1 of 2

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

necessary, within the law, to protect themselves, their fellow employees, and the public in general.

- A. Employees will report to their immediate supervisors, or Department Heads, as soon as practical and await instructions.
- B. Use of all Price Municipal Corporation vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee's supervisor during an emergency situation.
- C. Employees will be allowed to contact their families as soon as their supervisors can allow this action to be taken.
- D. Employees not at work will assess the disaster and take whatever action is necessary, within the law, to protect themselves and their families and will contact their respective supervisor or Department Head or the incident commanders as soon as practical for further instructions.

#### **5. TELEPHONE BOMB THREATS**

- A. Be calm and courteous to the caller. Employees will notify the Price City Police Department while the caller is on the line, if possible.
- B. Be Attentive - Documenting voice characteristics, background noises, and bomb threat details about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.
- C. Notify or cause to be notified the Price City Mayor or other member of city management as soon as possible during or after the threatening phone call.

#### **6. MAIL LETTER AND PACKAGE BOMB THREATS**

- A. Be Cautious - Visually assess the letter or package and inform the Price City Police Department of anything unusual.
- B. Be Careful – Inspect all mail letters and packages prior to opening for unusual weight, shape, or other details that will help local law enforcement officials in the apprehension of suspects.

## **SECTION 25: VEHICLE OPERATION**

---

1. **GENERAL POLICY** - The safe operation of vehicles (including mobile equipment that may transport on public roadways) is essential to the welfare of employees and citizens, therefore it is the policy of Price Municipal Corporation to ensure that any person who operates any vehicle while performing official business for or on behalf of Price City are qualified to drive and drive safely. All employees operating Price Municipal Corporation owned vehicles or who operate any vehicle while conducting business for, or on behalf of Price Municipal Corporation shall be subject to and follow this policy
  
2. **DRIVER QUALIFICATION** - Drivers operating Price Municipal Corporation owned vehicles; or who may operate any vehicle while conducting business for or on behalf of Price Municipal Corporation must be qualified as an acceptable driver and authorized by Price Municipal Corporation prior to operating any vehicle or mobile equipment on any public roadway. Drivers/operators of Price Municipal Corporation vehicles and equipment shall be classified into one of the following three (3) categories (see driver qualification table below):
  - a. Acceptable: up to two (2) moving violations on the MVR record; one (1) or less at fault accident; a combination of one (1) violation on the MVR and one (1) at fault accident.
  - b. Borderline: three (3) violations or more on the MVR record; two (2) at fault accidents a DUI/DWI within the last five (5) years;
  - c. Unacceptable: no valid driver's license; DUI/DWI conviction within the last five (5) years; more than four (4) moving violations and/or at fault accidents on the MVR record;

Qualification will include:

- A. Possess a valid Utah Driver License with endorsements appropriate for the vehicle to be operated
  - (1) Employees with a valid driver license from another state are required to acquire a Utah driver license within the timeframe mandated by Utah code
  - (2) Driver license must not have any restrictions or limitations that cannot be accommodated within the employee's job description
  
- B. Have the ability to operate the vehicle in a safe manner
  
- C. Be at least 18 years of age, with a minimum documented driving history of two years
  
- D. Maintain an acceptable driving record as determined by the Risk Management

### **PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 25: Vehicle Operation

Page 1 of 5

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

Director using the following criteria:

- (1) The Motor Vehicle Record (MVR) for drivers and potential drivers shall not have more than 4 at-fault accidents and or moving violations based on a three (3) to six (6) year lookback period. Price Municipal Corporation shall monitor the MVR of all drivers on a monthly basis.
- (2) Any single major violation may result in an “unacceptable” qualification as determined by the Risk Manager and the Department Head. Major violations may be considered cumulative or singular at the discretion of Price Municipal Corporation; the lookback period identified below may not be applicable. Major violations may include but are not limited to:
  - a. Driving under the influence of alcohol or drugs
  - b. Failure to stop/report an accident
  - c. Failure to stop/report an accident, particularly an accident involving a Price City vehicle
  - d. Reckless driving/speeding contest
  - e. Impaired driving
  - f. Making a false accident report
  - g. Vehicular homicide, manslaughter or assault
  - h. Driving while license is in probation, suspended or revoked
  - i. Driving contrary to driver license restrictions or limitations
  - j. Other violations as determined by Mayor or designee, Human Resource Director, and department head
- (3) Driver qualification will be established initially upon hire, and at least annually thereafter, a lookback period of not less than three (3) years and not more than (6) years shall apply<sup>1</sup>. Qualification will consider the following table, populated by all violations and accidents on the drivers MVR and work related record of motor vehicle incidents, whether or not they were reported to the Driver License Division or recorded to the MVR.

Moving Violations	At-Fault Accidents				
	0	1	2	3	4
0	Acceptable	Acceptable	Borderline	Borderline	Unacceptable <sup>2</sup>
1	Acceptable	Acceptable	Borderline	Unacceptable <sup>3</sup>	Unacceptable
2	Borderline <sup>4</sup>	Borderline	Borderline	Unacceptable	Unacceptable
3	Borderline	Borderline	Unacceptable	Unacceptable	Unacceptable
4	Borderline	Unacceptable	Unacceptable	Unacceptable	Unacceptable

<sup>1</sup> Lookback period recommended by insurance provider.

<sup>2</sup> Updated from borderline to unacceptable July 2020 in the interest of workplace safety and accident reduction.

<sup>3</sup> Updated from borderline to unacceptable July 2020 in the interest of workplace safety and accident reduction.

<sup>4</sup> Updated from acceptable to borderline July 2020 in the interest of workplace safety and accident reduction.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 25: Vehicle Operation

Page 2 of 5

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

- (4) Drivers with a “borderline” qualification may be subject to driving improvement stipulations and driving restrictions as determined by the Risk Manager, and or Department Head
  - (5) Drivers with an “unacceptable” qualification will not operate any vehicle while conducting business for, or on behalf of Price City and will participate in a conference with the Risk Manager, the Human Resource Director, and Department Head to determine appropriate action which could include:
    - a. Transfer to a job that does not require operation of vehicles. There must be an open position for which the employee is qualified. Transfer may include demotion and compensation change
    - b. Termination of employment when operating a vehicle is an essential function of the employee’s job
    - c. Other action in harmony with this policy
- 3. SAFETY** – Drivers are responsible for the condition and safe operation of any vehicle assigned to them to complete the tasks(s) requiring the vehicle. Requirements include but are not limited to:
- A. Perform and document pre-trip safety checks in accordance with Price Municipal Corporation and Department procedures and protocols
  - B. All drivers, operators, and passengers of vehicles equipped with safety belts are required to wear safety belts at all times when the vehicle is moving. The driver will not place the vehicle in motion until all occupants comply
  - C. All operators of Price Municipal Corporation vehicles, equipment, or any other vehicle on city business will exercise every reasonable caution and care while operating the vehicle. Operators will obey all traffic laws, equipment, registration, and licensing requirements applicable to the vehicle being operated
  - D. Typing and or sending text messages, email, or other similar activities are prohibited while operating a motor vehicle
  - E. Price Municipal Corporation owned vehicles will not be relinquished to a non-employee driver except in cases of emergency
- 4. VEHICLE OPERATION, CARE AND MAINTENANCE** – Price Municipal Corporation owns, leases, maintains and operates vehicles for the purpose of conducting city business. Drivers are responsible for the appearance and presentation of the vehicle they operate. Specific requirements include:

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 25: Vehicle Operation

Page 3 of 5

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020



- A. Price Municipal Corporation vehicles are to be used only for the performance of official duties and personal use is prohibited
- (1) Individual written agreements may allow personal use of Price Municipal Corporation vehicles and will govern those specially authorized uses
  - (2) Price Municipal Corporation employees who are assigned a city vehicle may use the vehicle with prior approval of their supervisor to travel round trip from home and work when the employee is on call
  - (3) Incidental personal use is allowed when it occurs infrequently, is within the route of travel and approved by the department head or designee
  - (4) The use of Price Municipal Corporation vehicles is prohibited in all instances where it could reasonably expose the city to the public perception of misuse or abuse of public trust. Such uses include but are not limited to stops at a liquor store, a bar or tavern, adult entertainment and or gambling establishments, unless the stop is required as part of the job assignment
  - (5) Exceptions to the personal use of Price Municipal Corporation vehicles policy can be made by the Mayor.
  - (6) Elected official use or operation of a Price Municipal Corporation owned, leased or rented passenger vehicle shall be considered subordinate in priority to Price Municipal Corporation employee use of a vehicle for the conduct of official Price Municipal Corporation business.
  - (7) Price Municipal Corporation maintains a smoke and tobacco free environment in or on all Price Municipal Corporation owned, leased, rented or operated vehicles and equipment. No smoking or use of tobacco products includes but is not limited to cigarettes, pipes, cigars, snuff, chewing tobacco or vaping.
- B. Only qualified Price Municipal Corporation employees or Elected Officials are allowed to operate Price Municipal Corporation vehicles and Price Municipal Corporation employees may not carry passengers except on official business or with express permission of the Department Head.
- C. Drivers are to report or arrange for vehicle repair and routine maintenance according to vehicle and Price Municipal Corporation guidelines. Routine maintenance includes but is not limited to oil and other fluid level maintenance and changes, windshield wiper replacement, and tire rotation.

**PRICE CITY POLICY AND PROCEDURE MANUAL**

Section 25: Vehicle Operation

Page 4 of 5

Approved: July 1, 2021. supersedes Prior Dated: July 1, 2020

- D. Drivers are prohibited from modifying or altering Price Municipal Corporation vehicles without prior written approval by the Fleet Department supervisor or designee.
  - E. Transportation of animals is prohibited without written approval of Department Head or when permitted as part of job description or job content
- 5. USE OF PRIVATE VEHICLES** – A private vehicle is any vehicle, other than a Price Municipal Corporation owned, leased or rented vehicle that is used on Price Municipal Corporation business by an employee
- A. Use of a privately owned vehicle to conduct Price Municipal Corporation business, including city approved travel within or outside Price City is permitted when authorized by a supervisor or Department Head. Department Heads must establish a department procedure to document that the authorization has been granted and that the privately owned vehicle has liability insurance meeting Utah legal requirements
  - B. A privately owned vehicle used for Price Municipal Corporation business must be a mechanically safe conventional four-wheel motor vehicle that is properly licensed in the state of Utah
  - C. The employee’s private insurance, including vehicle insurance will be the sole coverage with respect to bodily injury and property damage occurring during or arising out of the vehicle’s operation
  - D. Mileage reimbursement for use of privately owned vehicles is considered full payment (including depreciation, insurance, maintenance and operating costs) for its use. Mileage rates are based on the Internal Revenue Service (IRS) reimbursement rate and Price Municipal Corporation policy in effect at the time of the vehicle use
  - E. Implicit in the approval to use a private vehicle on city business is the requirement to obey all Price Municipal Corporation policies and procedures, traffic and other laws, during the operation of that vehicle
- 6. VIOLATION OF POLICY** – Consistent with other personnel policies and procedures, violation of the Vehicle Operation Policy, may result in discipline up to and including termination

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
March 24, 2021, at 5:30 p.m.

Present:

Mayor Kourianos

Bret Cammans, IT/Customer Service Director

Councilmembers:

Sherrie Gordon, City Recorder

Rick Davis

Nick Tatton, Community/Human Resources Director

Amy Knott-Jespersen

Boyd Marsing

Layne Miller

Terry Willis

Staff/Others: See Public Meeting Sign-In Sheet

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor Bob Wells with First Baptist Church offered a word.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance.
4. SAFETY SECONDS – Councilmember Miller commented that warmer weather is on the way. We have been staying inside and close to home this past year. He reminded everyone that it is important to exercise and keep yourself safe. Be careful out there.
5. PUBLIC COMMENT – No public comment was received on any item.
6. OATH OF OFFICE - Swearing in of new Library Boardmembers Fitzgerald Petersen, Lanis Ogilvie, and Madalyn Johnson.

The City Recorder administered the Oath of Office to Fitzgerald Petersen and Lanis Ogilvie. Madalyn Johnson was unable to attend and will receive the Oath of Office at a later date. The Mayor and Council thanked them for volunteering to serve on the Library Board.

7. CARBON HIGH SCHOOL SWIM TEAM - Girls and boys swim team 2021 outstanding achievements recognition.  
  
Assistant Coach Lane Tate reviewed the girls and boys achievements. Mayor Kourianos and the City Council presented Certificate of Achievement plaques to the Carbon High School Swim Team and congratulated them on their success. The team was also presented with banners acknowledging their accomplishment.
8. RESOLUTION 2021-04 - Consideration and possible approval of A Resolution Establishing The Price City Policy Regarding The Installation And Regulation Of Customer Owned/Operated Onsite Power Generation Systems.

Bret Cammans reviewed Resolution 2021-04.

**MOTION**. Councilmember Miller moved to approve Resolution 2021-04. Motion seconded by Councilmember Willis and carried.

CONSENT AGENDA – Councilmember Davis moved to approve consent agenda items 9 through 12. Motion seconded by Councilmember Marsing and carried.

9. MINUTES
  - a. March 10, 2021 City Council Workshop Minutes
  - b. March 10, 2021 City Council Meeting
10. MOU - Consideration and possible approval of the Carbon County Office of Tourism Enhancement MOU with Carbon Corridor.
11. PRICE CITY INDOOR POOL PROJECT - Consideration and possible approval to begin the bid process for reconstruction of the Price City Indoor Pool.

12. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Bridget's Classic Cleaning at 54 W 400 S, Carlee Gallegos Photography at 284 W 200 S, Healing Hearts Institute, LLC at 790 N Cedar Hills Drive, Sears Authorized Hometown Stores, LLC at 33 N Carbon Avenue, and Wireless Advocates LLC at 255 S Highway 55.

13. UNFINISHED BUSINESS – No unfinished business discussed.

Mayor Kourianos called for a motion to close the regular City Council meeting.

**MOTION**. Councilmember Miller moved to close the regular City Council meeting. Motion seconded by Councilmember Knott-Jespersen and carried.

The regular City Council meeting was adjourned at 5:44 p.m.

APPROVED:

ATTEST:

---

Michael Kourianos, Mayor

---

Sherrie Gordon, City Recorder

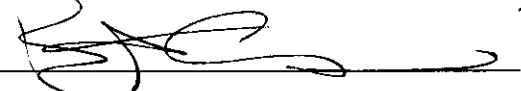
**MUDDY CREEK WASTE HEAT STUDY PROJECT AGREEMENT  
BETWEEN PRICE CITY AND UAMPS**

This Muddy Creek Study Project Agreement (this "*Agreement*") is made and entered into as of February 17, 2021, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("*UAMPS*"), and Price City, a member of UAMPS and participant in UAMPS Resource Project ("*Participant*").

As a Participant in the Muddy Creek Study Project (the "Muddy Creek Study Project"), UAMPS and Participant hereby agree to the following terms:

1. The Participant previously executed an agreement for the previous Muddy Creek Study Project and this Agreement supersedes and replaces that previous agreement based on the terms contained in this Agreement.
2. Participant's participation percentage for the Muddy Creek Study is 4.7745%. The participation percentages for the Participants in the Muddy Creek Study Project are attached hereto as Exhibit A.
3. Participant agrees to pay for all costs associated with its pro rata share of the Study Costs (defined below) based on its participation percentage and as approved by the Muddy Creek Study Project Participants (the "Study Committee") in the Resource Project Management Committee.
4. "Study Costs" shall consist of those costs that the Study Committee has budgeted to further the study of the feasibility of the Muddy Creek Study Project as recommended by the Muddy Creek Study Participants and approved by the Resource Project Management Committee.
5. Participant may terminate its participation in the Muddy Creek Study Project at any time; *provided however*, such termination shall not alleviate Participant from previously committed Study Costs.

PRICE CITY

By:  BRET CAMMANIS

Its: PRICE CITY UAMPS REP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

<b>MEMBER</b>	<b>kW</b>	<b>%</b>
Blanding City	379	1.8578%
Bountiful City	5,411	26.5245%
Brigham City	1,623	7.9559%
Ephraim City	812	3.9804%
Fairview City	162	0.7941%
Hurricane City	1623	7.9559%
Price City	974	4.7745%
Santa Clara City	216	1.0588%
Springville City	4,330	21.2256%
SUVESD	1,082	5.3039%
TDPUD	2,706	13.2647%
Washington City	1,082	5.3039%
<b>TOTAL</b>	<b>20,400</b>	<b>100.0000%</b>

**Mayor**  
MICHAEL KOURIANOS

**City Attorney**  
THOMAS SITTERUD

**City Recorder**  
SHERRIE GORDON

**City Treasurer**  
SHARI MADRID

**Finance Director**  
LISA RICHENS



PRICE MUNICIPAL CORPORATION  
185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905

**City Council**

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

April 14, 2021

U.S. Department of Commerce  
Office of Innovation and Entrepreneurship  
1401 Constitution Avenue, NW  
Suite 71014  
Washington, DC 20230

RE: Building Located at 375 South Carbon Ave, Price, UT 84501

To Whom It May Concern:

It is with great pleasure that Price City is willing to provide the building located at 375 South Carbon Ave, Price, Utah 84501, as the match for the Southeastern Utah Economic Development District's (SEUEDD) grant proposal for the Build to Scale Challenge to identify and quantify the entrepreneurial spirit that exists in southeastern Utah.

Price City owns the building located at 375 South Carbon Ave, Price, Utah 84501 (Parcel # 01-0054-0000). The building sits on approximately 2.88 acres with a warehouse with two bays located on the property. The main building is approximately 19,500 sq. ft. with an additional warehouse space of approximately 6,000 sq. ft. The approximate current value on the property is \$1,909,769.

Price City intends to offer the building free of charge for the use of creating an entrepreneurial center for the SEUEDD's entrepreneurial ecosystem buildout project for the next 20 years. The space is ideal as it was previously operated as an incubator space and currently has a coworking space which includes a shared commercial kitchen. Many of the services and programs that will be offered and/or created for the entrepreneurial ecosystem will be administered from this location. The SEUEDD will manage the entrepreneurial center/coworking space.

Price City is excited to see the growth of entrepreneurs and small businesses throughout the region. Price City is committed to see new business owners be successful through the partnership with the SEUEDD on this project.

Sincerely,

Michael Kourianos  
Mayor of Price City  
mikek@priceutah.net  
435-636-3185

# 2021 BUILD TO SCALE PROGRAM

*Notice of Funding Opportunity*

---



U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

---

*Office of INNOVATION and*  
**ENTREPRENEURSHIP**



## EXECUTIVE SUMMARY

<b>Federal Awarding Agency Name</b>	U.S. Economic Development Administration (EDA), U.S. Department of Commerce (DOC)
<b>Funding Opportunity Title</b>	2021 Build to Scale Program
<b>Announcement Type</b>	2021 Notice of Funding Opportunity (NOFO) publishing EDA’s application submission requirements and review procedures for applications received under EDA’s Build to Scale Program, through which EDA awards grants for activities designed to develop and support regional innovation initiatives, as authorized by section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722).
<b>Funding Opportunity Number</b>	EDA-HDQ-OIE-2021-B2S
<b>Catalog of Federal Domestic Assistance (CFDA) Number(s)</b>	11.024 Build to Scale
<b>Key Dates</b>	The application deadline is <b><u>11:59 P.M. EASTERN TIME ON THURSDAY, APRIL 29, 2021</u></b> . Applications received after this deadline will not be reviewed or considered. Applications will only be accepted electronically through <a href="http://www.grants.gov">http://www.grants.gov</a> (Grants.gov). Applicants are advised to carefully read the application submission information provided in section D (p. 7) of this NOFO.
<b>Funding Opportunity Description</b>	<p>EDA’s Office of Innovation &amp; Entrepreneurship is committed to furthering tech-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the next generation of industry leading companies. Funding is available for organizations that aid companies in developing the next generation of technologies. Under the Build to Scale Program, EDA is soliciting applications for two separate competitions:</p> <ul style="list-style-type: none"> <li>• the 2021 Venture Challenge and</li> <li>• the 2021 Capital Challenge.</li> </ul>
<b>Cost Sharing and Matching</b>	Applicants must provide matching share equal to at least 50 percent of the total project cost; i.e., applicants must match each dollar requested with at least one dollar of applicant match. See section C.2 (p.6) of this NOFO.
<b>Eligible Applicants</b>	<p>Eligible applicants for EDA financial assistance under this NOFO include:</p> <ul style="list-style-type: none"> <li>• A State;</li> <li>• An Indian tribe;</li> <li>• A city or other political subdivision of a State;</li> <li>• An entity whose application is supported by a State or a political subdivision of a State and that is— <ul style="list-style-type: none"> <li>○ a nonprofit organization,</li> <li>○ an institution of higher education,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ a public-private partnership,</li> <li>○ a science or research park,</li> <li>○ a Federal laboratory,</li> <li>○ a venture development organization, or</li> <li>○ an economic development organization or similar; or</li> <li>● A consortium of any of the immediately aforementioned entities.</li> </ul> <p>EDA is not authorized to provide grants or cooperative agreements to individuals under this Program. Requests from individuals will not be considered for funding.</p>
<b>Informational Webinar</b>	<p>EDA plans to conduct an informational webinar for this NOFO and expects to make available scheduling information and a link to a recording at <a href="https://www.eda.gov/oie/">https://www.eda.gov/oie/</a>.</p>
<b>Award Notification</b>	<p>Subject to the availability of funding, successful applicants should expect to receive grant award notification approximately 60-90 days following the application deadline set forth in this NOFO.</p>

**FULL ANNOUNCEMENT TEXT  
2021 BUILD TO SCALE PROGRAM**

Executive Summary.....	ii
A. Program Description.....	3
1. Overview.....	3
2. Program Information.....	3
3. Statutory Authority.....	5
B. Federal Award Information.....	5
1. Available Funding Under this Announcement.....	5
2. Type of Funding Instrument Used; Period of Performance.....	5
C. Eligibility Information.....	5
1. Eligible Applicants.....	5
2. Cost Sharing or Matching.....	6
D. Application and Submission Information.....	7
1. Address to Request Application Package.....	7
2. Content and Form of Application Submission.....	8
3. Environmental and Historic Preservation Requirements.....	13
4. Unique Entity Identifier and System for Award Management (SAM).....	14
5. Submission Dates and Times.....	14
6. Intergovernmental Review.....	15
7. Funding Restrictions.....	15
8. Other Submission Requirements.....	15
E. Application Review Information.....	17
1. Evaluation Criteria.....	18
2. Review and Selection Process.....	24
3. Awards in Excess of the Simplified Acquisition Threshold.....	25
4. Anticipated Announcement and Federal Award Dates.....	25
F. Federal Award Administration Information.....	25
1. Federal Award Notices.....	25
2. Administrative and National Policy Requirements.....	26
3. Reporting.....	26
G. Federal Awarding Agency Contact(s).....	27
H. Other Information.....	29
1. Right to Use Information.....	29
2. Freedom of Information Act Disclosure.....	29
3. Past Performance and Non-Compliance with Award Provisions.....	29
4. EDA's Non-Relocation Policy.....	30
5. Audit Requirements.....	30
6. Instructions for Application Submission via Grants.gov.....	30
7. Certifications Required by Annual Appropriations Acts for Corporations and for Awards over \$5 Million.....	32
Appendix A BUDGET TEMPLATE FOR APPLICATION.....	34
Appendix B EXAMPLE OUTPUT AND OUTCOME MEASURES.....	40
Appendix C OPTIONAL CHECKLIST-STYLE GUIDE FOR REQUIRED DOCUMENTS FOR APPLICATION.....	41

- 1. For States, Indian Tribes, Cities, and Other Political Subdivisions of States ..... 41
- 2. For Nonprofit Organizations, Institutions of Higher Education, Public-Private Partnerships, Science or Research Parks, Federal Laboratories, Venture Development Organizations, Economic Development or Similar Organizations ..... 42

## A. PROGRAM DESCRIPTION

### 1. Overview

EDA is committed to furthering technology-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the next generation of industry leading companies. To advance these goals, EDA's Office of Innovation & Entrepreneurship awards grants through the Build to Scale Program for activities designed to develop and support regional innovation initiatives.<sup>1</sup> EDA thereby advances the growth of connected, innovation-centric economies that increase job growth, enable the workforce of tomorrow, enhance global competitiveness, and foster global competitiveness through technology commercialization and entrepreneurship as described in section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (hereafter "Section 27").

The Build to Scale Program invites organizations that are aiding companies in developing the next generation of technologies to apply for funding. These organizations may be operating initiatives to unlock investment capital across a region or sector, operating programs to accelerate company growth, empowering the next generation of entrepreneurs, and/or enabling technology commercialization.

Under the Build to Scale Program, EDA is soliciting applications for two separate competitions: (1) the Venture Challenge and (2) the Capital Challenge. Applicants may apply to both Challenges but may only submit one application per Challenge. As discussed further below, both Challenges are designed to develop and support regional innovation initiatives. This NOFO does not include an Industry Challenge, however an Industry Challenge may return in future Build to Scale Program NOFOs.

Awards made under either Challenge may only fund operational and programmatic costs related to developing and supporting regional innovation initiatives. Award funds may not be transferred directly to companies (i.e., startups and individuals) being served by the applicant organization, and award funds may not be used to subsidize such companies' expenses that are unrelated to program activities, including general operating expenses.

### 2. Program Information

#### i. Venture Challenge

The Venture Challenge invites organizations to submit competitive proposals that seek to support entrepreneurship and accelerate company growth in their community, region, or combination of regions. Competitive proposals will outline how the project will strengthen economic competitiveness through new product innovation or new technology adoption, enhancing research commercialization processes and outcomes, remediating structural barriers that inhibit regional innovation capacity and resilience, and/or leveraging regional competitive strengths to stimulate innovation and job creation. Companies served by the applicant organization should be challenging the status quo of established markets, commercializing technologies, and furthering job creation within their businesses. Applicants should provide evidence that illustrates how funds leveraged through this competition will not only launch new programming and/or scale

---

<sup>1</sup> Stevenson-Wydler Technology Innovation Act of 1980, Section 27(a)(2) defines regional innovation initiatives as geographically-bounded public or nonprofit activities or programs that address issues in local innovation systems in order to: (A) increase the success of innovation driven industry; (B) strengthen the competitiveness of industry through new product innovation and new technology adoption; (C) improve the pace of market readiness and overall commercialization of innovative research; (D) enhance the overall innovation capacity and long-term resilience of the region; (E) leverage the region's unique competitive strengths to stimulate innovation; and (F) increase the number of full-time equivalent employment opportunities within innovation-based business ventures in the geographic region.

existing programming, but also generate sustainable added value for the region's entrepreneurial ecosystem by augmenting existing regional assets for innovation and entrepreneurship.

The Venture Challenge is a single competition but is comprised of two funding levels: Build and Scale. Venture Challenge Build applicants may not request in excess of \$750,000 over the three-year period of performance. Venture Challenge Scale applicants must request more than \$750,000 and may not request in excess of \$1,500,000 over the three-year period of performance.

**Venture Challenge Build applicants:**

- May be piloting a solution to a demonstrated need
- May be implementing a proven solution for a new region or community
- Demonstrate a commitment and ability to collect agreed upon impacts
- Request may not exceed \$750,000 over a 3-year project period
- Provide a 1:1 match

**Venture Challenge Scale applicants:**

- May be scaling an existing initiative that has established and achieved impacts
- Have a proven track record of successful deployment of programs
- Demonstrate a commitment and ability to collect agreed upon impacts
- Request must be greater than \$750,000 and may not exceed \$1,500,000 over a 3-year project period
- Provide a 1:1 match

Examples: Organizations interested in applying to the Venture Challenge are encouraged to review project profiles of past awardees of the 2020 Venture Challenge or i6 Challenge (the predecessor to the Venture Challenge), at <https://www.eda.gov/oie/historical/>.

**ii. Capital Challenge**

The Capital Challenge provides operational support for the formation, launch, or scale of investment funds that seek to invest their capital in scalable startups (i.e., venture funds, seed funds, angel funds) or to organizations with a goal to expand capital deployment within a community, region, or regional industry (i.e., angel networks or investor training programs). Funding will primarily support operational and programmatic costs and may not be used as investment capital.

**Capital Challenge applicants should:**

- Practice equity-based investing, whether through traditional or hybrid models, or be supporting an initiative whose participants practice equity-based investing (in contrast to debt-based investing, which is not supported under the Capital Challenge)
- Evaluate companies for high-growth potential as a central factor of their investment strategy
- Utilize grant funds to catalyze the deployment of capital within their region and/or related regions
- Demonstrate a commitment and ability to collect agreed upon impacts
- Request may not exceed \$400,000 over a 3-year project period
- Provide a 1:1 match

Examples: Organizations interested in applying to the Capital Challenge are encouraged to review project profiles of past awardees of the 2020 Capital Challenge or Seed Fund Support competition (the predecessor to the Capital Challenge), at <https://www.eda.gov/oie/historical/>.

### 3. Statutory Authority

The statutory authority for the Build to Scale Program is section 27 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 U.S.C. § 3722). The regulations governing the Build to Scale Program are located at subparts A and B of 13 C.F.R. part 312.

## B. FEDERAL AWARD INFORMATION

### 1. Available Funding Under this Announcement

EDA has been appropriated \$38 million for grants authorized by Section 27 pursuant to the Consolidated Appropriations Act, 2021.<sup>2</sup> The funding periods and funding amounts referenced in this notice are subject to the availability of funds at the time of award as well as to DOC and EDA priorities at the time of award. DOC and EDA will not be held responsible for application preparation costs. Publication of this announcement does not obligate DOC or EDA to make any specific grant award or to obligate all or any part of available funds.

Subject to the availability of funding and based on applications received, EDA expects to make awards under this NOFO as follows:

#### i. Venture Challenge

EDA plans to award approximately **\$32,000,000** under the 2021 Venture Challenge. The maximum federal share of each Venture Challenge Build award is \$750,000; the maximum federal share of each Venture Challenge Scale award is \$1,500,000. EDA plans to award approximately \$12,000,000 to Venture Challenge Build applicants and approximately \$20,000,000 to Venture Challenge Scale applicants.

#### ii. Capital Challenge

EDA plans to award approximately **\$6,000,000** under the 2021 Capital Challenge. The maximum federal share of each Capital Challenge award is \$400,000.

### 2. Type of Funding Instrument Used; Period of Performance

Under this NOFO, EDA may award grants to eligible applicants to support project activities. Periods of performance are dependent on the type of project and the scope of work of the grant award. See section F.1 (p. 25) of this NOFO for award notification information. For both competitions, EDA anticipates awards will typically have an initial period of performance of approximately three (3) years with an anticipated start date of October 1, 2021.

EDA expects all projects to proceed efficiently and expeditiously, and EDA expects applicants to document clearly in their applications a reasonable and appropriate timeline that includes the start and completion dates of the proposed scope of work. As a condition of their respective awards, grantees will be required to provide timely periodic progress reports and performance data as set forth in section F.3 (p. 26).

## C. ELIGIBILITY INFORMATION

### 1. Eligible Applicants

Entities that are eligible for funding include:

- a State;

---

<sup>2</sup> Public Law 116-260, Title 1 of Division B, 134 Stat. 1182 (December 27, 2020).

- an Indian tribe;
- a city or other political subdivision of a State;
- an entity whose application is supported by a State or a political subdivision of a state and that is—
  - a nonprofit organization;
  - an institution of higher education;
  - a public-private partnership;<sup>3</sup>
  - a science or research park;
  - a Federal laboratory;
  - a venture development organization<sup>4</sup>; or
  - an economic development organization or similar entity<sup>5</sup>; or
- a consortium of any of the immediately aforementioned entities.

EDA is not authorized to provide grants to individuals under this NOFO, and such requests will not be considered for funding.

Organizations that are or plan to be operating *within* the period of performance of a previously-awarded grant for the Venture Challenge, Industry Challenge, or i6 Challenge (the predecessor to the Venture Challenge) are not eligible for a 2021 Venture Challenge grant. Correspondingly, organizations that are or plan to be operating *within* the period of performance of a previously-awarded grant for the Capital Challenge or Seed Fund Support (the predecessor to the Capital Challenge) are not eligible for a 2021 Capital Challenge grant.

## 2. Cost Sharing or Matching

The minimum required match for both Challenges is 1:1. Applicants must demonstrate at the time of the application a matching share of at least 50 percent of the total project cost; i.e., for every dollar of federal funds requested, applicants must demonstrate a commitment of at least one dollar of matching share. Funds from other federal financial assistance awards can serve as matching share funds only if

---

<sup>3</sup> For the purposes of the Build to Scale program, EDA defines a public-private partnership as a relationship formalized by contractual agreement between a public agency and a private-sector entity that reasonably defines the terms of collaboration in the delivery and financing of a public project. EDA will typically review agreements for items such as the purpose and objectives of the partnership, the binding/contractual nature of the relationship, the duties and responsibilities of each party, and the duration of the agreement. The scope of the relationship documented in the agreement may be limited to the proposal set forth in a given partnership's grant application or may encompass a broader program, initiative, or other set of activities or goals. A letter of support from a public entity alone, without additional documentation demonstrating a formal, binding relationship between the parties, will be found insufficient to establish eligibility under this entity category. EDA reserves the right to request additional information from applicants to establish eligibility, as necessary. Applicants that have further questions concerning these documentation requirements should contact the representative listed in section G (p. 28) of the NOFO.

<sup>4</sup> To be eligible for funding, a venture development organization must be a State or nonprofit organization that contributes to regional or sector-based economic prosperity by providing services for the purposes of accelerating the commercialization of research. Section 27(a)(4).

<sup>5</sup> For purposes of the Build to Scale program, EDA defines an economic development organization as an organization focused primarily on improving science, technology, innovation, or entrepreneurship with a primary purpose to support the economic development of a community or region. In order to evaluate an organization's eligibility as an economic development organization or similar entity, EDA will look to the organization's Articles of Incorporation, Charter, Resolutions, Bylaws, and/or other documents that may be relevant to establish the primary purpose of the organization. Applicants are encouraged to submit all relevant documentation to EDA for evaluation. EDA reserves the right to request additional information from applicants to establish eligibility, as necessary. If applicants have further questions concerning these documentation requirements, they should contact the representative listed in section G (p. 28) of the NOFO.



authorized by statute, which may be determined by EDA's reasonable interpretation of the statute. Matching share in excess of the 1:1 requirement will be accepted but is not necessary to qualify for funding and will not make an application more competitive.

Applicants must submit from each organization providing matching share, including the applicant organization if applicable, a commitment letter or equivalent document signed by an authorized representative of that organization demonstrating that matching share will, at the time of award:

- be committed to the project for the period of performance,
- be available as needed, and
- not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance.

Under this NOFO, separate matching share is required for each submitted application. Additional documentation may be requested by EDA to substantiate the availability of the matching funds.

In-kind contributions may be used for the required matching share and must consist of contributions directly related to the proposed project, such as services, equipment, or space. The purchase of equipment and equipment-related modifications or renovations of a facility may comprise matching share but only to the extent that such equipment and any related modifications or renovations are used to support another eligible activity. EDA will fairly evaluate all in-kind contributions, which must be eligible project costs and which must meet applicable federal cost principles and uniform administrative requirements. Applicants are strongly encouraged to work with the appropriate EDA representative listed in section G (p. 27) of this NOFO to determine how in-kind contributions may be utilized to satisfy the matching share requirement based upon the project concept and application and how those in-kind contributions may be valued. As with other match sources, a commitment letter is required for both applicant-provided and third-party sources of in-kind match.

A provider of matching share, including an entity providing cash or in-kind contributions, may not serve as a contractor under the award for which it provides matching share. Thus, an entity providing matching share may not be paid with award funds to provide goods or services to the award recipient.

Please note that all project funds—both federal funds and matching funds—are subject to certain restrictions. **NEITHER FEDERAL NOR MATCHING SHARE FUNDS CAN INCLUDE FUNDS TO BE INVESTED IN STARTUPS OR OTHER COMPANIES**, whether through equity, debt, or hybrid mechanisms. Additionally, neither federal nor matching share funds can be used for construction activities, except in limited circumstances related to equipment installation, as approved by EDA. As described in section A.1., Build to Scale award funds may not be transferred directly to companies (i.e., startups and individuals) being served by the applicant organization, and award funds may not be used to subsidize such companies' expenses that are unrelated to program activities, including general operating expenses.

## D. APPLICATION AND SUBMISSION INFORMATION

### 1. Address to Request Application Package

An electronic version of the application may be obtained at <https://www.grants.gov/> (Grants.gov). To accommodate applicants' accessibility requirements, a paper version of the application may be obtained by contacting EDA's Office of Innovation and Entrepreneurship (OIE) via email at [oe@eda.gov](mailto:oe@eda.gov) or via phone at (202) 482-8001.

## 2. Content and Form of Application Submission

An applicant may obtain the appropriate application package electronically at <https://www.grants.gov/> (Grants.gov). Applicants may search for this funding opportunity on Grants.gov using Funding Opportunity Number “EDA-HDQ-OIE-2021.” All components of the appropriate application package may be accessed and downloaded via <https://www.grants.gov/web/grants/search-grants.html>. The required electronic file format for attachments is text searchable portable document format (PDF) and, where appropriate, Microsoft Excel.

Applications must include the following documents:

Project Design and Substance
Project Narrative
Budget Narrative and Staffing Plan
Matching Share Commitment Letters
State/Local Government Support (if applicable)
Forms and Supporting Documentation
SF-424 (Application for Federal Assistance)
SF-424A (Budget Information Non-Construction Programs)
CD-511 (Certification Regarding Lobbying)
SF-LLL (Disclosure of Lobbying Activities) (if applicable)
State Single-Point-of-Contact (SPOC)/Executive Order 12372 Compliance Documentation (if applicable) <sup>6</sup>
Organizational Documentation (if applicable) <sup>7</sup>
Indirect Cost Rate (ICR) Documentation (if applicable) <sup>8</sup>

### i. Project Design and Substance

Document	Number
Project Narrative	One per application
Budget Narrative and Staffing Plan	One per application
Matching Share Commitment Letters	One per match source
State/Local Government Support (if applicable)	One per application

#### a. Project Narrative

All applicants must provide a Project Narrative of no more than ten (10) total pages with margins no less than one-half inch (0.5”) using Arial, Calibri, Times New Roman, or a similar font of size no less than eleven (11) points in order to be considered for funding. **Material beyond the tenth page will not be read or considered.** Applicants are strongly encouraged to provide a clear and concise narrative that includes a compelling justification for the project and articulates a clearly defined regional economic gap, how the proposed project will uniquely meet this need, and the expected outcome(s) that will result from the proposed project. Lengthy applications will not receive greater consideration.

<sup>6</sup> Only certain States participate in the SPOC compliance process. See section D.2.ii.b.1) (p. 13).

<sup>7</sup> Only certain types of eligible entities are required to submit organization documents, and the documentation required varies by eligible entity type. See section D.2.ii.b.2) (p. 13).

<sup>8</sup> Applicants that currently do not have and never have had an ICR agreement with a Federal agency are not required to submit this documentation and may elect to adopt a *de minimis* ICR. See section D.2.ii.b.3) (p. 14).

Project Narratives must address the following areas:

Section 1: Project Description and Overview

Section 1a: Provide an executive summary includes a project title, the Challenge to which the application is being submitted (i.e., Venture Challenge or Capital Challenge), and a summary of no more than 250 words (note: this may be published on EDA's website if your application is selected for funding).

Section 1b: What is your organization's mission? Describe the role/s you currently play in the innovation ecosystem. How are you best positioned to support an innovation ecosystem?

Section 2: Ecosystem Resources and Assets

Section 2a: Provide a description of the project's location and region, including its primary service area, a description of the communities or regions served (e.g., assets, financial and business resources, workforce, and infrastructure), a description of the target participants served and stakeholders leveraged, and the communities or region's assets and opportunities. The location and region should directly correspond to Questions 14 and 16 of the SF-424. If the applicant expects impacts beyond the noted region, the applicant should note the region of expected impact. Additionally, applicants must identify their proposed primary service area(s) by county or counties. Counties should be identified by both name and 5-digit FIPS codes. See <https://www.census.gov/geographies/reference-files.2019.html>.

Section 2b: Describe factors that make this investment opportune for the region. Identify the factors that contribute to the region's innovation and job creation strengths and challenges (e.g., ecosystem resources, emerging sectors, other regional assets). Discuss how you leverage available resources to support ecosystem efforts and who will be affected by this work.

Section 3: Proposed Solution

Section 3a: Describe how the solution will capitalize on specific opportunities facing the community and/or tackle structural challenges i.e. what is the problem you are trying to solve? Describe your solution in detail.

Section 3b: Explain how achievable the solution is. For example, have you already piloted the idea? Do you have examples of where this or similar solutions have been implemented before? If the solution is completely new, what research have you done that leads you to believe your outcomes are achievable?

Section 3c: Describe the specific stakeholder groups that will be impacted by the solution and explain the rationale for how participants are targeted. Provide an estimate of how many people, organizations, and/or communities will be impacted by the project either directly or indirectly.

Section 4: Partnerships

Section 3a: Describe any former, current, or future partnerships/working relationships with public and/or private entities at the national, state, regional, and/or local level that will be working on this

project. Provide a brief description of each entity and specific detail on the roles and responsibilities of these collaborators including effectiveness of past collaboration efforts.

#### Section 5: Measurable Goals & Feasibility

Outline your evidence- and data-based anticipated goals, including outputs and outcomes. Anticipated goals should be discussed in terms of the SMART framework—specific, measurable, attainable, relevant and timebound—and the application should speak to why and how these goals were selected. Include benchmarks to communicate both base-level goals that adhere to the SMART framework, as well as stretch goals. Of note: applicants selected for funding must employ a data and client management system to track their metrics in a machine-readable format; applicants should include a description of their respective systems and, if no such system exists, should include their acquisition and implementation in the project narrative and budget.

#### Section 6: Sustainability

Provide your sustainability plan, including anticipated challenges, potential barriers, a forecast of post-award period operations, and your specific plan to become self-sustaining once grant funds have been expended.

##### ***b. Budget Narrative & Staffing Plan***

Appendix A contains an optional budget and staffing plan template that may be used for the application.

Applicants must provide a clear budget narrative that identifies and justifies how funds in each line item of the budget will be used to support the proposed project and that links each line item to its relevant commitment letter. The budget narrative should specifically address each budget line item (including both the federal share and matching non-federal share) and the narrative total should match the total project costs listed in both the SF-424, Question 18, Line g (“TOTAL”) and the appropriate totals fields of the SF-424A. The budget narrative should include itemized valuations of any in-kind matching funds (which, for personnel costs, should be supported by the staffing plan). Each line item in the budget narrative should clearly indicate

- a description of the intended use of funds for each line item;
- the budget category (from the SF-424A) to which the line item corresponds;
- the federal share allocated to the line item;
- the matching share allocated to the line item; and
- if any matching share is allocated to a given line item, a citation to the one or more commitment letters that documents each relevant matching organization’s commitment to provide the matching share of the given line item.

The non-federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the federal share; however, if the applicant’s budget narrative proposes otherwise, applicants must also include information that clearly indicates what project elements the matching share funds will support and explain why deviation from paying out at the same general rate is required for the project to be implemented.

As part of the budget narrative, applicants also must submit a staffing plan that lists all positions that would be charged to the federal and non-federal portions of the budget for each year of the period of performance. The staffing plan must include position titles, maximum annual salaries, percentage of time

dedicated to the project, and the total amount of annual salaries that would be charged to the project. The total amount of annual salaries that would be charged to the project must be consistent with the amount reflected on the “Personnel” budget line item on the Form SF-424A for each project year.

**c. Matching Share Commitment Letters**

Applicants must submit commitment letters or equivalent documents that demonstrate that **all matching funds** (whether cash or in-kind) from **all sources** (i.e., any applicant, any co-applicants, and any other sources of matching funds) referenced in the application will be **unencumbered, unrestricted, and committed at the time of award** and that are **signed by authorized representatives** of the sources of the matching funds. Authorized representatives must have the authority to execute documents and to obligate and expend funds on behalf of their respective organizations.

As discussed in section C.2 (p. 6), a provider of matching share, including an entity providing cash or in-kind contributions, may not serve as a contractor under the award for which it provides matching share.

**d. State/Local Government Support**

Applicants must submit one or more resolutions or letters that demonstrate that the application is supported by one or more States or political subdivisions of States (e.g., counties, municipalities) that encompass all or a substantial portion of the communities served by this project. **Support from Federal officials, including but not limited to members of the United States Congress, does not meet this requirement.** Examples of authorities who may indicate such support include State and local executive branch officials (e.g., State governors, State cabinet members, mayors or other municipal executives) and State and local legislators (e.g., State legislators, city councilpersons). **If, however, the applicant or co-applicant is a State, an Indian tribe, or a city or other political subdivision of a State, this requirement does not apply.**

**ii. Forms and Supporting Documentation**

**a. Forms**

Applications must include the following documents, either per applicant or per application, as noted:

Form	Description	Number
SF-424	Application for Federal Assistance	One per applicant
SF-424A	Budget Information—Non-Construction Programs	One per application
CD-511	Certification Regarding Lobbying	One per applicant
SF-LLL	Disclosure of Lobbying Activities (if applicable)	One per applicant

**b. Supporting Documentation**

Applications must include the following documentation, as applicable, depending on a given project’s primary service area and the type and history of each applicant organization.

Documentation	Number
SPOC Compliance (if applicable)	For each participating State in primary service area
Organizational Documentation (if applicable)	For each applicant, depending on entity type
ICR Documentation (if applicable)	For each applicant

## 1) SPOC Compliance

For projects with primary service areas located within one or more States that participate in the intergovernmental review process established by **Executive Order 12372, “Intergovernmental Review of Federal Programs,”** applicants must submit documentation demonstrating compliance with that State’s or those States’ processes. See section D.6 (p. 15) “Intergovernmental Review” of this NOFO. The current list of participating States and their Single Points of Contact (SPOC) can be found at <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. Each State may participate for all or a subset of federal grant programs. EDA strongly encourages applicants to contact SPOCs early in the application period in order to determine the relevant State’s or States’ processes. **If an application’s primary service area encompasses one or more participating States but that application does not include documentation of compliance with each participating State’s process, THAT APPLICATION WILL BE REJECTED WITHOUT FURTHER REVIEW.** Based on the applicant’s State, EDA requires the following documentation:

State does not participate	No documentation required
State participates; this grant program not subject to review	Documentation (e.g., a State executive order, a signed letter from the SPOC) showing that this grant program is not subject to review
State participates; this grant program subject to review	Documentation (e.g., a signed letter from the SPOC) with comments or indicating that this project was not selected for review, or, if the comment period has expired or comments were not received, a copy of the applicant’s request for comments

## 2) Organizational Documentation

Each applicant and co-applicant must provide documentation that supports each applicant’s or co-applicants’ **organizational status as an eligible entity** where applicable (section C.1 (p. 5) of this NOFO) (e.g., articles of incorporation, certificates of good standing, bylaws, proof of tax-exempt status). Regardless of entity type, EDA reserves the right to request documentation or additional proof of organizational status.

- States, Indian tribes, cities or other political subdivisions of States, and institutions of higher education that are 100% publicly-controlled are not required to submit organizational documentation.
- Nonprofit organizations must submit documentation that demonstrates their status as nonprofit organizations, including articles of incorporation, certificates of good standing, bylaws, and, if applicable, proof of tax-exempt status. See 13 C.F.R. § 312.3.
- Applicants applying as (a) institutions of higher education that are not 100% publicly-controlled, (b) science or research parks, (c) Federal laboratories, (d) venture development organizations, or (e) economic development organizations<sup>9</sup> or similar entities must provide documentation that demonstrates their organization’s status as the relevant entity type as defined in EDA’s regulations. See 13 C.F.R. § 312.3.

<sup>9</sup> EDA strongly encourages applicants that may be eligible under this entity category to contact the representative listed in section G of this NOFO (p. 28) with any questions regarding eligibility.

- Entities applying as public-private partnerships must submit documentation of their contractual relationship. See the definition of *public-private partnerships* at 13 C.F.R. § 312.3 and the discussion of documentation for public-private partnerships in footnote 3 to section C.1 (p. 5).

### 3) ICR Documentation

If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate they are using (unless claiming the 10 percent de minimis indirect cost rate, discussed below). The applicant must submit a copy of its current, approved, and negotiated indirect cost rate agreement (NICRA). The maximum dollar amount of allocable indirect costs for which EDA will reimburse a recipient shall be the lesser of the (i) line-item amount for the federal share of indirect costs contained in the EDA approved budget for the award, or (ii) federal share of the total allocable indirect costs of the award based on either (i) the indirect cost rate approved by EDA (or applicable cognizant federal agency), provided that the cost rate is current at the time the costs were incurred and provided that the rate is approved on or before the award end date, or (ii) other acceptable documentation as indicated below.

If the applicant does not have a current or pending NICRA, it may propose indirect costs in its budget; however, the applicant must prepare and submit an allocation plan and rate proposal for approval within ninety days from the award start date (unless claiming the 10 percent de minimis indirect cost rate, discussed below). See 2 C.F.R. part 200 Apps. III, IV, V, VI, VII for guidance. The allocation plan and the rate proposal shall be submitted to EDA's Office of Regional Affairs (or applicable cognizant federal agency). The applicant should include a statement in its Budget Narrative that it does not have a current or pending NICRA and will submit an allocation plan and rate proposal to EDA or the applicant's cognizant federal agency for approval.

In accordance with 2 CFR § 200.414(f), an applicant that does not have a current negotiated (including provisional) rate, may elect to charge a de minimis rate of 10 percent of modified total direct costs (unless the applicant is a state or local unit of government (or an Indian tribe) that receives less than \$35 million in direct federal funding per year, discussed below). No documentation is required to justify the 10 percent de minimis indirect cost rate; however, an applicant electing to charge a de minimis rate of 10 percent must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

If the applicant is a state or local unit of government (or an Indian tribe) that receives less than \$35 million in direct federal funding per year it may submit any of the following:

1. A Certificate of Indirect Costs from the Department of the Interior (DOI) or EDA;
2. Acknowledgment received from EDA and Certificate of Indirect Costs in the form prescribed at 2 C.F.R. pt. 200, app. VII;
3. Cost Allocation Plan approved by a federal agency (note that cost allocation plans or indirect cost rates approved by state agencies are not acceptable); or
4. NICRA.

### 3. Environmental and Historic Preservation Requirements

Applications may be reviewed by EDA for compliance with the National Environmental Policy Act of 1969, as amended (NEPA), depending on the nature and specific elements of each given application. During the NEPA review process, applicants may be instructed to contact the designated State and/or Tribal Historic Preservation Officer (SHPO/THPO), provide approvals from other governmental agencies, or provide more detailed environmental information. EDA, after compliance with requirements for consultation with federally-



recognized Indian tribes, may require applicants to participate in Tribal consultation, as necessary. The implementing regulations for NEPA require EDA to provide public notice of the availability of project-specific environmental documents, such as environmental impact statements, environmental assessments, findings of no significant impact, and records of decision, to the affected public.<sup>10</sup> For further guidance and information, please contact the representative listed in section G (p. 27) of this NOFO.

#### 4. Unique Entity Identifier and System for Award Management (SAM)

To enable the use of a universal identifier and to enhance the quality of information available to the public as required by the Federal Funding Accountability and Transparency Act of 2006, applicants are required to: (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in the application; and (iii) continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. EDA may not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the EDA is ready to make an award, EDA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant. Recipients will be subject to reporting requirements, as identified in OMB guidance published at 2 C.F.R. parts 25 and 170.

#### 5. Submission Dates and Times

The deadline for the receipt of **an application** is **11:59 P.M. EASTERN TIME ON THURSDAY, APRIL 29, 2021**. Applications received after this deadline will not be reviewed or considered. **Applications** will only be accepted electronically through [www.grants.gov](http://www.grants.gov) (Grants.gov). Applicants are advised to carefully read the submission information provided in section D (p. 7) of this NOFO. The date and time that an application will be deemed to be electronically received will be determined in accordance with the electronic submission instructions provided at Grants.gov. See sections D.8 (p. 15) and H.6 (p. 30) of this NOFO for information regarding electronic submissions. **APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR FUNDING.**

In addition, please note the following:

- EDA will not accept any unsolicited changes, additions, revisions, or deletions to applications after the submission deadline.
- Throughout the review and selection process, EDA reserves the right to seek clarification from applicants whose applications are being reviewed and considered.
- Applicants may be asked to clarify objectives and work plans and modify budgets or other specifics as necessary to comply with federal requirements and provide supplemental information required by the agency before award.
- See section E (p. 17) of this NOFO for application review and selection information.

Applicants are strongly encouraged to start early and not to wait until near the application deadline before logging on and reviewing the instructions for submitting an application through Grants.gov. Applicants should SAVE AND PRINT WRITTEN PROOF of an electronic submission made at Grants.gov.

If problems occur while using Grants.gov, the applicant is advised to print any error message received and call Grants.gov at (800) 518-4726 for immediate assistance. EDA, in its sole discretion, may pre-approve in writing submission via an alternate method (e.g., email) due to a systems issue at Grants.gov only insofar

---

<sup>10</sup> As specified in 40 C.F.R. § 1506.6(b).



as any such systems issue is beyond the control of the applicant. However, any submission via this alternate method must be received before the deadline. See section H.6.v (p. 32) regarding what does and does not constitute a systems issue. LATE APPLICATIONS WILL NOT BE ACCEPTED for any reason, including but not limited to late submissions caused by issues with Grants.gov, SAM, or AOR registrations. See sections D.5 (p. 14), D.8 (p. 15) and H.6 (p. 30) of this NOFO for more information on electronic submissions. In situations described in this subsection, applications must have email or facsimile receipt timestamps no later than the application deadline or must be postmarked or the equivalent on or before the application deadline. An application that is not timestamped or postmarked, as applicable, by the application deadline WILL NOT BE REVIEWED.

## 6. Intergovernmental Review

Applications submitted under this NOFO are subject to the requirements of Executive Order (EO) 12372, “Intergovernmental Review of Federal Programs,” if a State has adopted a process under EO 12372 to review and coordinate proposed federal financial assistance and direct federal development (commonly referred to as the “single point of contact review process”). All applicants whose primary service areas fall within one or more such States must give State and local governments a reasonable opportunity to review and comment on the proposed project, including review and comment from area-wide planning organizations in metropolitan areas.<sup>11</sup> To find out more about a State’s process under EO 12372, applicants may contact their State’s Single Point of Contact (SPOC). Names and addresses of some States’ SPOCs are listed at <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. Question 19 of Form SF-424 allows applicants to indicate compliance with EO 12372; however, note that **applicants must supply as part of their application packages documentation that supports the answer provided to Question 19 (i.e., that demonstrates compliance)**. See section D.2.ii.b.1) (p. 8).

## 7. Funding Restrictions

Construction activities are not allowable costs under either of the Challenges and may not be charged to the EDA funds of the project or provided as matching share, except in limited circumstances. For the purposes of an award made pursuant to this NOFO, construction includes any activity, including the installation of equipment, that disturbs the ground or modifies a structure. Additionally, the use of project funds to make equity investments is not an allowable cost; neither EDA funds nor matching share may be used for such purposes. Lastly, neither EDA funds nor matching share may be transferred directly to companies (i.e., startups and individuals) being served by the applicant organization, nor may they be used to subsidize such companies’ expenses that are unrelated to program activities, including general operating expenses.

## 8. Other Submission Requirements

### i. Means of Submission

APPLICATIONS MUST BE SUBMITTED THROUGH GRANTS.GOV. EDA will not accept paper, facsimile, or email transmissions of applications for this program except in cases of documented systems issues as described in sections D.5 (p. 14) and H.6.v (p. 32) of this NOFO. Applications must be successfully validated and timestamped by Grants.gov no later than the application deadline set forth in section D.5 (p. 14) of this NOFO. **An application that is not validated and timestamped by Grants.gov by the application deadline WILL NOT BE REVIEWED. Note that the Grants.gov registration is a multi-stage process that**

---

<sup>11</sup> As provided for in 15 C.F.R. part 13.

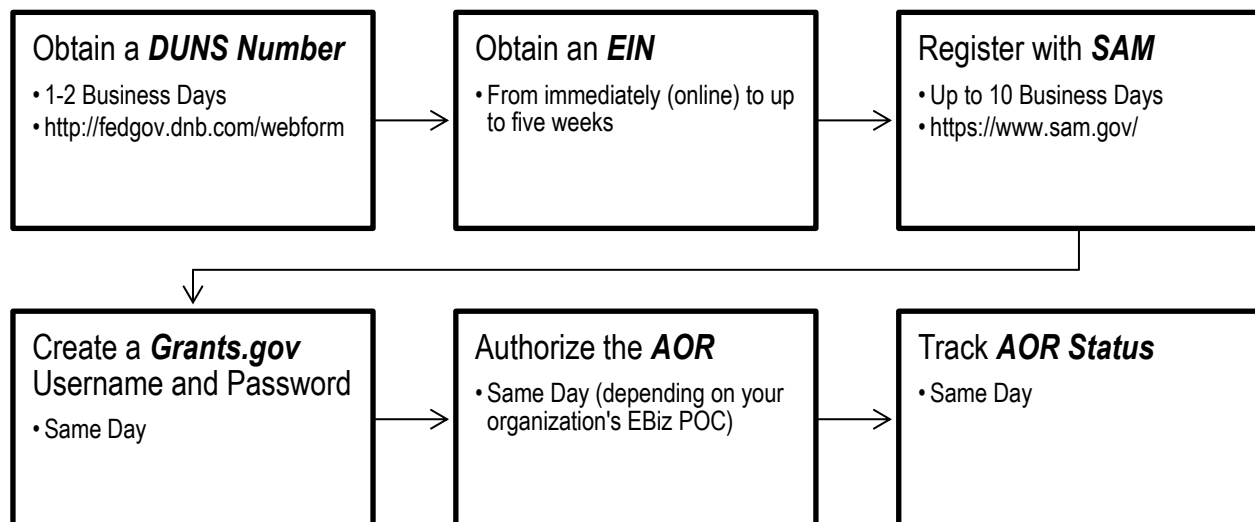
involves a number of steps, including validation, verification, and registration through other websites such as [sam.gov](http://sam.gov). See sections D.1 (p. 7), D.5 (p. 14), and D.8.ii (p. 16) of this NOFO. Please visit <https://www.grants.gov/web/grants/applicants/apply-for-grants.html> and <http://www.grants.gov/web/grants/applicants/organization-registration.html> for resources and guides on the Grants.gov registration process.

Once an application is submitted, it undergoes a validation process through Grants.gov during which the application may be accepted or rejected by the system. **Please be advised that the validation process may take 24 TO 48 hours to complete. Applications that contain errors will be rejected by Grants.gov and will not be forwarded to EDA for review. The applicant must correct the error before Grants.gov will accept and validate the application. EDA WILL NOT ACCEPT LATE APPLICATIONS THAT WERE REJECTED BY GRANTS.GOV DUE TO APPLICANT ERRORS. Accordingly, EDA STRONGLY SUGGESTS THAT APPLICANTS SUBMIT THEIR APPLICATIONS AT LEAST FIVE (5) DAYS BEFORE THE DEADLINE to allow the application to be accepted and validated in the system and to allow time for any errors to be corrected. EDA will consider the timestamp on the validation from Grants.gov (or on a pre-approved alternate method) as the official submission time.**

See section H.6 (p. 30) of this NOFO for more detailed instructions and information on the requirements for submitting applications electronically via Grants.gov.

## ii. Pre-Submission Registration

Before submitting an application under this NOFO, each applicant must both register its organization with Grants.gov and register its Authorized Organization Representative (AOR) with Grants.gov. **Applicants should note that this process can be lengthy, requires interaction with multiple organizations not affiliated with EDA, and requires confirmation at each step.**



Applicants may have already completed one or more of the above steps set forth in the above flowchart, which depicts an example of how the pre-submission registration process generally flows. E.g., organizations may have already registered with Grants.gov, in which case they do not need to re-register. However, note that **applicant organizations that have not previously completed any of the above steps may require three to four weeks to accomplish these tasks due to system processing**

**requirements.** EDA **STRONGLY ENCOURAGES** prospective applicants to begin the pre-submission process as early as possible in the application period. Grants.gov is a centrally-managed federal grants portal, and changes or updates to the process outlined above may occur after the publication of this NOFO. Prospective applicants should visit <https://www.grants.gov/web/grants/applicants/organization-registration.html> to ensure that they follow the most up-to-date instructions.

### iii. Optional Pre-Submission Technical Review

Applicants may submit a copy of their application to OIE via email and receive feedback on technical aspects of their application before the deadline. Based on this feedback, the applicant may revise or supplement its application or submit a substantially revised application by the deadline. Applicants who submit complete applications for pre-submission technical review will be informed whether their application is technically complete (i.e., if it includes all the documents required by section D.2 (p. 8) of this NOFO) and whether the applicant is an eligible entity. No other review will be conducted and no additional feedback (including, e.g., feedback on the application's merits) will be provided. Additionally, during the application period of this NOFO, EDA cannot provide comments or any other feedback on applications that were submitted under any preceding Build to Scale program, including the Venture, Capital or Industry Challenge, or Regional Innovation Strategies program NOFOs, including the i6 Challenge or the Seed Fund Support competition, whether or not they were selected for funding.

Pre-submission technical review is designed **ONLY** to provide feedback on the technical completeness of an application and the applicant's eligibility for funding and is **NOT** designed to provide any review or feedback of an application's merits or to provide assistance in the development of an application. EDA staff will attempt to provide pre-submission technical review within two (2) weeks of receipt of a request therefor; however, such review is not guaranteed, may not be comprehensive, and does not guarantee or suggest that the final submitted application will proceed to the Merit Review evaluation stage or be selected for funding.

Applicants are strongly encouraged to seek this technical feedback from EDA no later than three (3) weeks prior to the application deadline set forth in section D.5 (p. 14) of this NOFO in order to allow adequate time to address any technical issues before final submission. EDA, in its sole discretion, may stop performing pre-submission technical review at any time. Applicants must submit requests for pre-submission technical review and all related documents to their geography's respective contact set forth in section G (p. 27) via email; pre-submission technical review via Grants.gov is not available. The review and feedback described in this subsection are optional. Applicants need not seek preliminary feedback on their application in order to submit an application for consideration. See section G (p. 27) of this NOFO for contact information for EDA representatives.

## E. APPLICATION REVIEW INFORMATION

Throughout the review and selection process, EDA, at its sole discretion, may seek clarification, including but not limited to written clarifications and corrected or missing documents, from applicants whose applications are being reviewed and considered and require that applicants provide such clarifications or corrections in order to continue to be considered for an award under this NOFO. EDA will provide applicants a reasonable amount of time to provide any additional documentation. An applicant's failure to provide complete and accurate supporting documentation in a timely manner *when requested by EDA* may result in the removal of that application from consideration. EDA may ask applicants to clarify application materials, objectives, and work plans, or modify budgets or other specifics as necessary to comply with federal requirements.

**1. Evaluation Criteria**

**APPLICATION**

Applications will be reviewed against the following six equally weighted criteria by awarding between 0 and 7 points on the two sub-questions per criteria, with 0 meaning "does not address" and 7 meaning "addresses with 100% success". These criteria will be used for all competitions in this NOFO. Applications from each competition will be scored competitively against applications received for that same competition using the following common criteria:

<b>Summary of Criteria</b>
Ecosystem Resources and Assets
Proposed Solution
Use of Partner Entities
Measurable Goals and Sustainability
Budget and Staffing Plan
Alignment with B2S Program Goals

[The remainder of this page is intentionally left blank.]

**Ecosystem Resources and Assets**

Evaluate criterion based on whether the opportunity is clearly stated and is aligned with the community or region’s unique assets and needs. Please consider whether the region or regions of service are clearly defined and whether the project encourages and solicits participation from an inclusive group of regional stakeholders that might benefit from participation including newly formed entities, rival existing participants, and underrepresented or unconnected populations and organizations, including those across socioeconomic or geographic categories.

**Please indicate the degree to which you agree with the following statement:**

The region’s assets and needs are clearly defined and explained.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Please indicate the degree to which you agree with the following statement:**

The applicant is uniquely positioned to leverage regional assets as described and execute the proposed project successfully.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Proposed Solution**

Evaluate criterion based on whether the proposed solution is clearly stated and aligned with community or region’s needs. Please consider whether the proposed solution effectively leverages assets and the identified service area. Consider if the solution aligns with the opportunity and if the proposed solution is achievable or substantial progress can be made. Does the application clearly identify target participants and how those participants will be reached? Does the solution align with the needs of these participants?

**Please indicate the degree to which you agree with the following statement:**

The proposed solution is aligned with the opportunity and is achievable or substantial progress can be made.

1	2	3	4	5	6	7
---	---	---	---	---	---	---

Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree
-------------------	----------	-------------------	---------	----------------	-------	----------------

**Please indicate the degree to which you agree with the following statement:**

The proposed solution is aligned with the needs of target participants and those participants are ready to engage with the proposed solution.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

### Use of Partner Entities

Evaluate this criterion based on whether the submission has defined the role of potential partner entities and has the potential to effectively leverage ecosystem resources. You may consider any former, current, or future partnerships/working relationships with federal, state, regional, and/or local entities that the application highlights, including any details on past collaboration efforts. The submission should convincingly communicate and demonstrate that resources from different partners will be leveraged in a way that will result in ecosystem growth that is greater than the sum of the individual partners' contributions. A submission that does not clearly identify and demonstrate support from proposed partners may score less than a submission that does.

**Please indicate the degree to which you agree with the following statement:**

The application clearly and realistically defines the roles of potential partner entities.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Please indicate the degree to which you agree with the following statement:**

The application presents evidence of strong, committed, active, and deeply interconnected financial or programmatic collaborations and of long-term, adaptable, coordinated project implementation plans.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Measurable Goals and Sustainability**

Evaluate the criterion on whether the solution is aligned with the opportunity and the proposed solution is achievable, and/or substantial progress can be made. Proposed goals should be measurable, reasonable and achievable in the grant period and beyond. The submission should include benchmarks to communicate both base-level goals and stretch goals as well as the level of effort required to realistically achieve each level. A submission that does not describe measurable goals or does not include elements of the plan relating to feasibility may score less than a submission that includes goals and benchmarks for the proposed approach that are clear and realistic.

**Please indicate the degree to which you agree with the following statement:**

The base-level project goals are specific, measurable, attainable, relevant, and time-bound and further the innovation ecosystem of the identified region(s).

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

Evaluate the criterion based on the ability to sustain activities once grant funds under this award have been expended. You may consider whether the proposed partners enhance the sustainability of the project, the financial plan to sustain the project beyond the award, and/or whether the plan is feasible based on evidence provided in the application.

**Please indicate the degree to which you agree with the following statement:**

The proposed project provides evidence of future financial support and/or a strong potential to become self-sustaining once grant funds have been expended.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Budget and Staffing Plan**

Evaluate the criterion based on the budget narrative and staffing plan proposed in the application. You may consider the operations and management capacities and experiences of the applicant organization(s) and team, and whether they demonstrate the ability to execute the proposed project successfully. You may also consider the proposed project's budget narrative and staffing plan to determine if they reasonably and realistically correspond to the costs and activities necessary for the

successful execution of the proposed project. Providing more than the required matching share should not inherently make an application more competitive.

**Please indicate the degree to which you agree with the following statement:**

The application clearly identifies the financial, human, and programmatic resources that will support the successful execution of this proposed project.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Please indicate the degree to which you agree with the following statement:**

The applicant organization and team have the operations and management capacities to execute the proposed project successfully.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

**Alignment with Build to Scale Program Goals**

Evaluate the criterion based on whether the application aligns with the Build to Scale program goals to “build regional economies through scalable startups” and on the quality and clarity of the application to respond to B2S prompts. Evaluate the entirety of the submission package, including the project narrative, budget narrative, and letters of support. A submission, for example, that provides vague descriptions, partial responses, or content that is difficult to understand may score less than one that conveys a well-articulated story and addresses all B2S prompts clearly and completely.

**Please indicate the degree to which you agree with the following statement:**

The submission aligns with the Build to Scale program goals to “build regional economies through scalable startups.”

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree



**Please indicate the degree to which you agree with the following statement:**

The submission is well-articulated, telling a clear story and providing clear responses to the prompts outlined in the B2S NOFO.

1	2	3	4	5	6	7
Strongly Disagree	Disagree	Slightly Disagree	Neutral	Slightly Agree	Agree	Strongly Agree

[The remainder of this page is intentionally left blank.]

## **2. Review and Selection Process**

### **i. Review for Eligibility and Completeness (Technical Review)**

EDA staff will conduct an eligibility and technical completeness review (the “Technical Review”) of all applications received by the application deadline. Applications received from ineligible entities will not be considered for funding. Applications that do not contain all forms and required documentation listed in section D.2 (p.8) of this NOFO may be deemed non-responsive and excluded from further consideration. EDA expects all applicants to complete and include all required forms and documentation. However, EDA, in its sole discretion, may determine that an omission is curable and therefore may continue its consideration of the application despite the deficiency. Technical Review will be conducted separately for each application for each competition.

### **ii. Merit Review**

Merit Reviewers will evaluate applications against the evaluation criteria for the relevant competition enumerated in section E.1 (p. 21) of this NOFO. Each application will be reviewed by at least three Merit Reviewers. Merit reviewers may include, but are not limited to, DOC and EDA personnel and other federal and non-federal subject matter experts. EDA, in its sole discretion, may use a statistical technique to normalize and aggregate Merit Reviewers’ quantitative evaluations (i.e., scores) and may consider qualitative Merit Reviewer evaluation information. For each competition, the most highly ranked applications will be recommended to the Grants Officer as the applications that merit consideration for EDA funding.

### **iii. Grants Officer Decision**

The most highly ranked applications will be forwarded to the Grants Officer under this NOFO, which EDA anticipates will be the Director of OIE. The Grants Officer has been delegated the authority to make the final decision on whether to fund an application and may select a project for funding that differs from the most highly ranked applications based on any of the following Selection Factors or use these Selection Factors to break a tie for applications that are otherwise considered substantially equal in merit:

1. the extent to which the application meets the overall objectives of Section 27;
2. the extent to which the selection of the application, alone or in the context of other applications, supports EDA’s compliance with appropriations law requirements and report language guidance;
3. the ability of a project to start quickly, realistically achieve project goals, and catalyze additional resources;
4. the comparative financial or management capability of the applicant;
5. the applicant’s performance under previous federal financial assistance awards, including whether the grantee submitted required performance reports and data;
6. for previous grantees, the extent to which the application builds upon and creates synergies with previously funded work;
7. for applicants to multiple competitions under this NOFO, the extent to which the proposal leverages dollars across the multiple programs to make their overall approach stronger;
8. the extent to which the application leverages complementary public or private sector programs or policies, including but not limited to those operated or managed by the Federal Government;
9. the availability of program funding;
10. the extent to which the project supports EDA’s goals of geographic balance in distribution of program funds (including but not limited to diversity among urban and rural states and diversity among regions of the United States), project types (including but not limited to diversity among

Build and Scale awards under the Venture Challenge), sectoral focus (including but not limited to advanced wood products; advanced manufacturing; artificial intelligence; bioscience; commercial space; energy; marine energy; nanotechnology; telecommunications, including broadband; etc.), and organizational type (including but not limited to organization size and stage of development) within the overall portfolio of Build to Scale awards; and

11. the extent to which any technical deficiencies or any budgetary or legal issues in the application may impact an applicant's ability to execute the project or achieve the desired impacts.

The final decision of the Grants Officer must be consistent with this NOFO and applicable law. Should the Grants Officer make a selection that differs from the most highly ranked applications, the Grants Officer will document the rationale for the decision in writing. **There is no appeal process for denied applications.**

### **3. Awards in Excess of the Simplified Acquisition Threshold**

EDA, prior to making a federal award with a total amount of federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS). See 41 U.S.C. § 2313.

Each applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

EDA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

### **4. Anticipated Announcement and Federal Award Dates**

Subject to the availability of funding, successful applicants should expect to receive grant award notification approximately 60-90 days following the application deadline.

## **F. FEDERAL AWARD ADMINISTRATION INFORMATION**

### **1. Federal Award Notices**

Under this NOFO, EDA expects to notify applicants of its decision in writing approximately 60-90 days after the application deadline. If an application is selected for funding, the EDA Grants Officer will issue a signed grant award (Form CD-450), which is the authorizing financial assistance award document and includes the DOC Financial Assistance Standard Terms and Conditions and Special Award Conditions as described in section F.2 (p. 26).

By signing Form CD-450, the applicant agrees to comply with all award provisions. EDA will provide Form CD-450 via email through Grants Online or its successor electronic grants management system. The email will provide the authorized representative with instructions on how to create an account with Grants Online to view and sign the award. The applicant must sign and return the Form CD-450 without modification within 30 days of the date of EDA's signature on the form. **Failure to sign and return the CD-450 during this timeframe may be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 ("Remedies for noncompliance"), INCLUDING AWARD TERMINATION.**

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any additional future funding in connection with that award or to make any future award(s). Amendment or renewal of an award to increase funding or to extend the period of performance is at the discretion of DOC and EDA.

EDA will provide written notice to all applicants informing them whether their application was selected for funding. EDA will retain unsuccessful applications in accordance with EDA's record retention schedule.

## **2. Administrative and National Policy Requirements**

Recipients of an EDA award will be bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

For all projects, DOC will apply the DOC ST&Cs applicable on the date of the award. The DOC ST&Cs may be accessed at the following website: <https://www.commerce.gov/oam/policy/financial-assistance-policy>.

DOC will apply the Pre-Award Notification Requirements for Grants and Cooperative Agreements effective December 26, 2014, 79 Fed. Reg. 78,390. The Pre-Award Notice may be accessed at <http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf>.

## **3. Reporting**

### **i. Financial, Performance, and Impact Reports**

All recipients are required to submit progress reports and financial status reports in accordance with the terms and conditions of the grant award, generally no less than semi-annually. In addition, all recipients will be required to track and submit performance data on EDA-sponsored outputs and resulting outcomes, semi-annually and annually, respectively. All reports must be submitted in electronic format as specified in the terms of the award. As part of its administration of the Build to Scale Program, EDA may conduct program evaluations. If so, recipients of grants under this program may need to furnish performance data to evaluators, including but not limited to EDA staff and outside parties contracted by EDA. EDA may also, for research purposes linked to improving economic outcomes, choose to share data with other federal partners, including but not limited to statistical agencies.

### **ii. Federal Funding Accountability and Transparency Act of 2006**

The Federal Funding Accountability and Transparency Act of 2006 includes a requirement for awardees of applicable federal grants to report information about first-tier subawards and executive compensation under federal assistance awards issued in FY 2011 or later. All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at [www.FSRS.gov](http://www.FSRS.gov) on all sub-awards over \$25,000. Please see the OMB guidance published at 2 C.F.R. part 170, which can be accessed at <https://www.govinfo.gov/content/pkg/CFR-2020-title2-vol1/pdf/CFR-2020-title2-vol1-part170.pdf>.

### **iii. Government Performance and Results Act**

EDA will require additional data on activities, outputs, and actual impact of the funded investment, in part to fulfill the requirements of the Government Performance and Results Act (GPRA). EDA anticipates that recipients will be expected to track their engagement activities within the scope of work, with project beneficiaries, and other project stakeholders. EDA further anticipates recipients will be expected to collect data, using surveys of beneficiaries or clients if necessary, on the outputs and outcomes of their activities, such as the number of strategic plans or economic development tools developed, the number of new business partnerships formed, or the range of new capabilities acquired. EDA plans to collect this information using Forms ED-916 (Semi-annual Program Outputs Questionnaire for EDA grantees), ED-917

(Annual Capacity Outcomes Questionnaire for EDA Grantees serving clients), and ED-918 (Annual Capacity Outcomes Questionnaire for EDA Grantees). For more information, please refer to <https://www.eda.gov/performance/>.

#### iv. Information Sharing

For the purposes of achieving rigorous program evaluations, all applications (including those that are not selected for funding) may be shared with EDA staff, outside parties contracted by EDA for the purposes of evaluation, and other federal agencies.

#### v. Requirements For Recipients With More Than \$10 Million in Federal-wide Funding

As required by appendix XII to 2 C.F.R. part 200, a recipient with more than \$10 million in federal-wide funding must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings.

### G. FEDERAL AWARDING AGENCY CONTACT(S)

For questions concerning this NOFO or for more information about EDA programs, you may contact your respective EDA Economic Development Representative (EDR). If you are unable to connect with your designated EDR, contact the Office of Innovation & Entrepreneurship using the contact information provided:

HEADQUARTER CONTACT			
Headquarters	Office of Innovation and Entrepreneurship	<a href="mailto:oie@eda.gov">oie@eda.gov</a>	(202) 482-8001
ATLANTA REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Alabama	Michael Mills	<a href="mailto:mmills@eda.gov">mmills@eda.gov</a>	(404) 730-3020
Florida	Greg Vaday	<a href="mailto:gvaday@eda.gov">gvaday@eda.gov</a>	(404) 730-3009
Georgia	Jonathan Corso	<a href="mailto:jcorso@eda.gov">jcorso@eda.gov</a>	(404) 730-3023
Kentucky	Bertha Partin	<a href="mailto:bpartin@eda.gov">bpartin@eda.gov</a>	(404) 730-3026
Mississippi	Gilbert (Gil) Patterson	<a href="mailto:gpatterson2@eda.gov">gpatterson2@eda.gov</a>	(404) 730-3032
North Carolina	Hillary Sherman	<a href="mailto:hsherman@eda.gov">hsherman@eda.gov</a>	(404) 730-3013
South Carolina	Robin Cooley	<a href="mailto:rcooley@eda.gov">rcooley@eda.gov</a>	(803) 253-3640
Tennessee	Lucas Z. Blankenship	<a href="mailto:lblankenship@eda.gov">lblankenship@eda.gov</a>	(404) 730-3010
AUSTIN REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Arkansas	April Campbell	<a href="mailto:acampbell@eda.gov">acampbell@eda.gov</a>	(512) 667-0496
Louisiana	Jason Wilson	<a href="mailto:jwilson1@eda.gov">jwilson1@eda.gov</a>	(512) 516-1878
New Mexico, Texas (West)	Trisha Korbas	<a href="mailto:tkorbas@eda.gov">tkorbas@eda.gov</a>	(720) 626-1499
Oklahoma, Texas (North)	Stacey Webb	<a href="mailto:swebb@eda.gov">swebb@eda.gov</a>	(737) 704-4707
Texas (South)	Robert Peche	<a href="mailto:rpeche1@eda.gov">rpeche1@eda.gov</a>	(512) 568-7732
CHICAGO REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Illinois, Minnesota	Darrin Fleener	<a href="mailto:dfleener@eda.gov">dfleener@eda.gov</a>	(312) 789-9753

## Section G

Indiana	James Winters	<a href="mailto:jwinters@eda.gov">jwinters@eda.gov</a>	(312) 789-9771
Ohio	Ellen Heinz	<a href="mailto:ehinz@eda.gov">ehinz@eda.gov</a>	(312) 505-4953
Wisconsin	Tom Baron	<a href="mailto:tbaron@eda.gov">tbaron@eda.gov</a>	(312) 789-9773
Michigan	Lee J. Shirey	<a href="mailto:lshirey@eda.gov">lshirey@eda.gov</a>	(312) 789-9751
DENVER REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Colorado, Utah	Trent Thompson	<a href="mailto:tthompson@eda.gov">tthompson@eda.gov</a>	(303) 844-5452
Iowa (Eastern), Missouri (Eastern and Central)	Steve Castaner	<a href="mailto:scastaner@eda.gov">scastaner@eda.gov</a>	(573) 590-1194
Iowa (Western), North Dakota, South Dakota	Alex Smith	<a href="mailto:asmith1@eda.gov">asmith1@eda.gov</a>	(720) 402-7686
Kansas, Nebraska, Missouri (Western)	Mark Werthmann	<a href="mailto:mwerthmann@eda.gov">mwerthmann@eda.gov</a>	(913) 894-1586
Montana, Wyoming	Kirk Keysor	<a href="mailto:kkeysor@eda.gov">kkeysor@eda.gov</a>	(406) 599-9795
PHILADELPHIA REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Connecticut, Massachusetts, Rhode Island	Debra Beavin	<a href="mailto:dbeavin@eda.gov">dbeavin@eda.gov</a>	(215) 597-8719
Delaware	Kevin Quinn	<a href="mailto:kquinn@eda.gov">kquinn@eda.gov</a>	(267) 687-4317
Maine, New Hampshire	Alan Brigham	<a href="mailto:abrigham@eda.gov">abrigham@eda.gov</a>	(215) 316-2965
Maryland, Washington DC	Alma R. Plummer	<a href="mailto:aplummer@eda.gov">aplummer@eda.gov</a>	(215) 597-7538
New Jersey, New York	Edward Hummel	<a href="mailto:ehummel@eda.gov">ehummel@eda.gov</a>	(215) 316-2124
Pennsylvania	Christopher Casper	<a href="mailto:ccasper1@eda.gov">ccasper1@eda.gov</a>	(215) 597-1074
Puerto Rico, US Virgin Islands	Juan Bauza	<a href="mailto:jbauza@eda.gov">jbauza@eda.gov</a>	(215) 435-2212
Vermont	Matt Suchodolski	<a href="mailto:msuchodolski@eda.gov">msuchodolski@eda.gov</a>	(215) 597-1242
Virginia	Lauren Stuhldreher	<a href="mailto:lstuhldreher@eda.gov">lstuhldreher@eda.gov</a>	(215) 764-0427
West Virginia	Tracey Rowan	<a href="mailto:trowan@eda.gov">trowan@eda.gov</a>	(304) 533-4497
SEATTLE REGION CONTACTS			
State(s)	Point of Contact	Email	Phone
Alaska	Shirley Kelly	<a href="mailto:skelly2@eda.gov">skelly2@eda.gov</a>	(907) 271-2272
Arizona	Cynthia Ptak	<a href="mailto:cptak@eda.gov">cptak@eda.gov</a>	(206) 888-3386
Washington	Christopher LoBosco (Interim Contact)	<a href="mailto:clobosco@eda.gov">clobosco@eda.gov</a>	(206) 327-2076
Hawaii, Guam	Herbert Thweatt	<a href="mailto:hthweatt@eda.gov">hthweatt@eda.gov</a>	(808) 541-3391
Idaho, Nevada (Rural)	Carleen Herring	<a href="mailto:cherring@eda.gov">cherring@eda.gov</a>	(206) 798-7814
Oregon	Wes Cochran	<a href="mailto:jcochran@eda.gov">jcochran@eda.gov</a>	(206) 561-6646
Central California	Asia King	<a href="mailto:aking2@eda.gov">aking2@eda.gov</a>	(206) 247-0991
Southern California	Wilfred Marshall	<a href="mailto:wmarshall@eda.gov">wmarshall@eda.gov</a>	(310) 348-5386

California (Northern and Coastal)	Malinda Matson	<a href="mailto:mmatson1@eda.gov">mmatson1@eda.gov</a>	(916) 235-0088
Clark County, Nevada	John Edmond	<a href="mailto:jedmond@eda.gov">jedmond@eda.gov</a>	(206) 888-3390

## H. OTHER INFORMATION

### 1. Right to Use Information

The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the Department of Commerce in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed and evaluated by Department of Commerce employees, other federal employees, and also by federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

### 2. Freedom of Information Act Disclosure

In addition, Department of Commerce regulations implementing the Freedom of Information Act (FOIA), 5 U.S.C. Sec. 552, are found at 15 C.F.R. Part 4, Public Information. These regulations set forth rules for the Department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this Notice of Funding Opportunity may be subject to requests for release under the Act. In the event that an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial or Financial Information. In accordance with 15 CFR § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

### 3. Past Performance and Non-Compliance with Award Provisions

Unsatisfactory performance under prior federal awards may result in an application not being considered for funding. Failure to comply with any or all of the provisions of an award may have a negative impact on future funding by DOC (or any of its operating units) and may be considered grounds for any or all of the following actions: (1) establishing an account receivable; (2) withholding payments to the recipient under any DOC award(s); (3) changing the method of payment from advance to reimbursement only; (4) imposing other special award conditions; (5) suspending any active DOC award(s); and (6) terminating any active DOC award(s).



#### 4. EDA's Non-Relocation Policy

**Applicants are advised that, should an application be selected for award, the recipient will be required to adhere to a special award condition relating to EDA's non-relocation policy as follows:**

In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

For purposes of ensuring that EDA assistance will not be used merely to transfer jobs from one location in the United States to another, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA will consider an employer to be a "primary beneficiary" if: (i) the employer is specifically named in the application as benefitting from the project, and the applicant estimates that the employer will create or save 100 or more permanent jobs as a result of the investment assistance (if the jobs in question were originally located in a smaller community, EDA may extend this policy to the relocation of 50 or more jobs); or (ii) the employer is or will be located in an EDA-assisted building, port, facility, or industrial, commercial, or business park constructed or improved in whole or in part with investment assistance prior to EDA's final disbursement of funds.

#### 5. Audit Requirements

Single or program-specific audits shall be performed in accordance with the requirements contained in the OMB Uniform Guidance (see 2 C.F.R. part 200, Subpart F, "Audit Requirements"). The OMB Uniform Guidance requires any non-federal entity (e.g., nonprofit organizations, including nonprofit institutions of higher education and hospitals; States; local governments; and Indian Tribes) that expends federal awards of \$750,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the OMB Uniform Guidance. Applicants are reminded that EDA or the DOC's Office of Inspector General also may conduct an audit of an award at any time.

#### 6. Instructions for Application Submission via Grants.gov

The most up-to-date instructions for application submission via Grants.gov can be found at <https://www.grants.gov/web/grants/applicants/apply-for-grants.html>. To begin, complete, and submit your application,

1. navigate to <https://www.grants.gov/web/grants/applicants/apply-for-grants.html>;
2. click "Search for Opportunity Package";
3. in the "Funding Opportunity Number" field, enter "EDA-HDQ-OIE-2021-B2S";
4. click "Search";
5. click the "Apply" link that corresponds to the competition to which you wish to apply (i.e., the 2021 Venture Challenge or the 2021 Capital Challenge);
6. enter your email address (if you would like to receive updates from Grants.gov regarding this grant opportunity) or check the box that indicates you do not wish to provide it, then click "Submit";
7. choose to apply using Workspace by clicking "Login to Apply Now" or choose to download the legacy application package by clicking "Download Package"; and
8. follow the instructions provided on the Grants.gov website and on each webpage to complete and submit your application.



### i. Register Early and Submit Early

To submit an application through <https://www.grants.gov/> (Grants.gov), an applicant must register for a Grants.gov user ID and password. Note that this process can take between **three to five business days** or **AS LONG AS FOUR WEEKS** if all steps are not completed correctly. To avoid delays, EDA strongly recommends that applicants start early and not wait until the approaching deadline date before logging in, registering, reviewing the application instructions, and applying. Information about the Grants.gov registration process for organizations can be found at <https://www.grants.gov/web/grants/applicants/organization-registration.html>. Please note that organizations already registered with Grants.gov do not need to re-register; however, all registered organizations must keep their SAM registration, which includes the CCR database registration, up-to-date through sam.gov or their applications will not be accepted by Grants.gov.

### ii. AOR Requirement

Applicants must register as organizations, not as individuals. As part of the registration process, you will register at least one AOR for your organization. AORs registered at Grants.gov are the only officials with the authority to submit applications at Grants.gov; please **ensure that your organization's application is submitted by an AOR. IF THE APPLICATION IS SUBMITTED BY ANYONE OTHER THAN YOUR ORGANIZATION'S AOR, IT WILL BE REJECTED BY THE GRANTS.GOV SYSTEM AND CANNOT BE CONSIDERED BY EDA.** Note that a given organization may designate multiple individuals as AORs for Grants.gov purposes.

EDA will not accept late submissions caused by Grants.gov registration issues, including SAM, CCR, and AOR issues.

### iii. Field Limitations and Special Characters

Please be advised that Grants.gov provides the following notice with respect to form field limitations and special characters: <https://www.grants.gov/web/grants/applicants/submitting-utf-8-special-characters.html>.

### iv. Verify That Your Submission Was Successful

Applicants should save and print written proof of an electronic submission made at Grants.gov. Applicants can expect to receive multiple emails regarding the status of their submission. Since email communication can be unreliable, applicants must proactively check on the status of their application if they do not receive email notifications within a day of submission.

EDA requests that applicants kindly refrain from submitting multiple copies of the same application package. Applicants should save and print both the confirmation screen provided on the Grants.gov website after the applicant has submitted an application and the confirmation email sent by Grants.gov when the application has been successfully received and validated in the system. If an applicant receives an email from Grants.gov indicating that the application was received and subsequently validated but does not receive an email from Grants.gov indicating that EDA has retrieved the application package within 72 hours of that email, the applicant may contact the representative listed in section G (p. 27) of this announcement to inquire if EDA is in receipt of the applicant's submission.

It is the applicant's responsibility to verify that its submission was timely received and validated successfully at Grants.gov. To see the date and time your application was received, navigate to <https://www.grants.gov> and click on the "Track My Application" link under the "Applicants" tab. For a successful submission, the application must be received and validated by Grants.gov, and an agency tracking number must be assigned. If the date and time your application is **validated and timestamped** by Grants.gov is later than 11:59pm Eastern Time on the application deadline set forth in section D.5 (p. 14) of this NOFO,

your application is late. Once validation is complete, the status will change to “Validated” or “Rejected with Errors.” If the status is “Rejected with Errors,” your application has not been received successfully. For more detailed information about why an application may be rejected, please see “Encountering Error Messages” at <https://www.grants.gov/web/grants/applicants/encountering-error-messages.html> and “Frequently Asked Questions by Applicants” at <https://www.grants.gov/web/grants/applicants/applicant-faqs.html>.

#### v. Grants.gov Systems Issues

If you experience a Grants.gov systems issue (i.e., a technical problem or glitch with the Grants.gov website) that you believe threatens your ability to complete a submission in a timely manner, please (i) print any error message received; (ii) call the Grants.gov Contact Center at (800) 518-4726 for assistance; and (iii) contact EDA using the contact information in section G (p. 27) of this NOFO. Ensure that you obtain a case number regarding your communications with Grants.gov. Please note that problems with an applicant’s computer system or equipment are **not** considered systems issues. Similarly, an applicant’s failure to, e.g., (i) complete the required registration, (ii) ensure that a registered AOR submits the application, or (iii) notice receipt of an email message from Grants.gov are **not** considered systems issues. A Grants.gov systems issue is an issue occurring in connection with the operations of Grants.gov itself, such as the temporary loss of service by Grants.gov due to unexpected volume of traffic or failure of information technology systems, both of which are highly unlikely. In the event of a confirmed systems issue, EDA reserves the right to accept an application in an alternate format.

Applicants should access the following link for assistance in navigating Grants.gov and for a list of useful resources: <https://www.grants.gov/web/grants/support.html>. The following link lists “Frequently Asked Questions by Applicants”: <https://www.grants.gov/web/grants/applicants/applicant-faqs.html>. If you do not find an answer to your question there, contact Grants.gov by email at [support@grants.gov](mailto:support@grants.gov) or telephone at (800) 518-4726. The Grants.gov Contact Center is open 24 hours a day, seven days a week, except on federal holidays.

#### 7. Certifications Required by Annual Appropriations Acts for Corporations and for Awards over \$5 Million

As discussed in section D.4, all applicants are required to be registered in SAM before applying under this NOFO. SAM requires registering entities to certify compliance with all limitations imposed by annual appropriation acts. For corporations, this certification includes that the corporation:

- (a) Was not convicted of a felony criminal violation under a Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; and/or
- (b) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

For financial assistance awards in excess of \$5 million, this certification includes that the entity:

## Section H

(a) To the best of its knowledge and belief, has filed all Federal tax returns required during the three years preceding the certification;

(b) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and/or

(c) Has not been notified, more than 90 days prior to certification, of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**APPENDIX A BUDGET TEMPLATE FOR APPLICATION**

OIE suggests utilizing the below budget narrative template which includes a staffing plan.

The budget narrative should provide a summary of all proposed grant expenses and a description of the proposed roles and cost throughout the performance period of the proposed grant. The narrative totals should match the total project costs listed in SF-424 (Question 18, Line g) and SF-424A. If minor inconsistencies are found between the budget amounts specified on the SF-424, SF-424A, and the budget narrative, the Department will consider the SF-424A the official funding amount requested. The budget narrative should include a description of leveraged resources (as applicable) to support the proposed grant activities. Applicants must include a breakdown of federal and non-federal funds (matching funds) grouped by categories and further subdivided into line items relevant to the category.

Each line item in the budget narrative should clearly indicate:

- a description of the intended use of funds for each line item;
- the budget category (from the SF-424A) to which the line item corresponds;
- the federal share allocated to the line item;
- the matching share allocated to the line item; and
- for any matching shares allocated to a given line item, a citation to the corresponding commitment letter(s) should be provided, documenting each relevant matching organization's commitment to provide the matching share of the given line item.

The matching share, whether in the form of cash or in-kind, is expected to be disbursed at the same general rate as the federal share; however, if the applicant's budget narrative proposes otherwise, applicants must also include information that clearly indicates what project elements the matching share funds will support and explain why deviation from paying out at the same general rate is required for the project to be implemented.

Use the following guidance for preparing the budget narrative:

SF-424A	Year 1		Year 2		Year 3		Total	
Budget Categories	Federal	Match	Federal	Match	Federal	Match	Federal	Match
a. Personnel								
b. Fringe Benefits								
c. Travel								
d. Equipment								
e. Supplies								
f. Contractual								
g. Construction								
h. Other								
i. Total Direct Charges (sum of 6a-6h)								
j. Indirect Charges								
k. Totals (sum of 6i and 6j)								

6.a. Personnel

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
 Matching Share: [Proposed Matching Share]

**Description:**

[List all staffing positions by Name/Title proposed to support the activities in this grant application. If the position has not been filled, please insert the title only. Provide the percentage of each position’s time devoted to the project or FTE (Full-time Equivalency) as it pertains to this grant application, total amount charged to the project, total federal share and non-federal share for the period of performance. Insert as many rows, as needed. Please include a brief narrative of the assigned roles, as it relates to the grant.]

**Personnel Description Example**

“The Project Manager will be responsible to work directly with companies to provide planning, compliance with program requirements, and manage performance metrics during the project performance period.

The Operations Manager will serve as the community outreach manager responsible for day-to-day operations, education, and networking requirements. He/she will be the primary point of contact for satisfying the operational needs of the incubator clients, coordinating events, and managing relationships with program mentors...”

**Staffing Plan:**

The Staffing Plan should identify and describe personnel and roles needed to implement the grant application. Applicants must submit a plan that lists all positions charged to federal and matching portions of the budget for each year of the of proposed grant performance period.

The staffing plan should provide the percentage of each position’s time devoted to the project or FTE (Full-time Equivalency), the total amount charged to the project, total federal share and non-federal share for the period of performance.

Name/Title	Annual Salary	Total Amount Charged to Project Year 1	Total Amount Charged to Project Year 2	Total Amount Charged to Project Year 3	Percentage of Dedicated Time	Total Federal Share	Total Non-Federal Share (Matching)

6.b. Fringe Benefits

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

**Description:**

[Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, FICA, retirement, etc.]

**Fringe Benefits Description Example**

“Fringe benefits for this project include medical, dental and vision plan options, 403(b)/401(k), and life insurance options...”

6.c. Travel

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

**Description:**

[ Specify the purpose, estimated number of trips, average cost per trip (air fare, hotel, per diem conference, certification fees etc.) and description of travel.]

**Travel Description Example**

“Travel expenses cover four trips, for recruitment of early stage companies as well as relationship management and enlistment of incubator programs, investor groups, and industry partners...”

6.d. Equipment

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

**Description:**

[Identify each item of equipment you expect to purchase which has an estimated acquisition cost of \$5,000 or more per unit (or if your capitalization level is less than \$5,000, use your capitalization level) and a useful lifetime of more than one year (see [2 CFR 200.1](#) for the definition of *Equipment*). List the quantity and unit

cost per item. Items with a unit cost of less than \$5,000 are supplies, not “equipment”]. Equipment expenses may include limited Equipment installation costs, if approved by EDA.

**Equipment Description Example**

“Equipment expenditures - laboratory equipment and computer equipment. Wet lab equipment will be used for life sciences laboratory experiments and research, and includes ten microscopes, five centrifuges, and three refrigerators. Computer equipment includes audio-visual equipment and computers/devices for the purposes of providing education, remote mentorship, and business planning sessions for our client companies...”

**6.e. Supplies**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

**Description:**

[Identify categories of supplies (e.g., office supplies, to include laptops etc.) and list the quantity and unit cost per item. Supplies include all tangible personal property other than “equipment” (see [2 CFR 200.1](#) for the definition of *Supplies*).]

**Supplies Description Example**

“Supplies - standard office supplies such as paper, printing, binders...”

**6.f. Contractual**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

**Description:**

[Identify each proposed contract and specify its purpose and estimated cost. If applicable, identify any subrecipient or co-applicant agreements, including procurement method and estimated costs.]

Please see [2 CFR § 200.320](#) - Methods of procurement to be followed.

**Contractual Description Example**

“Contractual expenses include educational and external programming that provide early stage companies access to pre-seed workshops, startup modules, business modeling...”

**6.g. Construction**

o Construction costs are **unallowable** under this competition; this line must be left as zero.

**6.h. Other**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]

Matching Share: [Proposed Matching Share]

**Description:**

[If applicable, list any item not covered under the other categories including costs of programming events, speaker series, marketing, Information Technology and provide a description of the purpose and activities.]

**Other Description Example**

“Website marketing expenses - the development of marketing materials designed to generate awareness of, and interest in our Incubator program, to provide interactive education and event coordination to promote and attract early stage companies and innovation hub participants to our Incubator program...”

**6.i. Total Direct Charges (sum of 6a-6h)**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]

Matching Share: [Proposed Matching Share]

**6.j. Indirect Charges**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]

Matching Share: [Proposed Matching Share]

**Description:**

[If you include indirect costs in the budget, please provide the approved indirect cost rate with a copy of your Negotiated Indirect Cost Rate Agreement (NICRA). If electing to charge a de minimis rate of 10 percent of modified total direct costs, the applicant must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

[\(2 C.F.R. Sec. 200.414\(f\)\)](#)



**6.k. Totals (sum of 6i and 6j)**

- o Year 1: [Estimated dollar amount]
- o Year 2: [Estimated dollar amount; if applicable]
- o Year 3: [Estimated dollar amount; if applicable]

Federal Share: [Requested Federal Share]  
Matching Share: [Proposed Matching Share]

## APPENDIX B EXAMPLE OUTPUT AND OUTCOME MEASURES

Applications for all competitions under this NOFO will be evaluated on their approaches to measuring their stated goals including activities, outputs, and outcomes. See, e.g., section E.1 (p. 18). Applicants are encouraged to consider a broad range of relevant output and outcome measures in developing their proposed scope of work. For each output or outcome measure identified, why the metric was chosen or identified should be included. Examples of such output and outcome measures include the following:

Program Activities	Metrics
Output	# of business concepts reviewed # of entrepreneurs/startups participating in program # of outreach events (includes workshops, boot camps, training sessions, entrepreneurial education training, meet ups, networking, demo days etc.)
Outcome	Total amount of investment capital raised Total amount of capital raised through loans, and, grants (including SBIR/STTR) Total past fiscal year business sales Total business sales Total # of jobs created or retained Total # of technical assistance meetings Total # of mentoring & coaching sessions Total # of meetings with potential investors, high-revenue clients or SBIR/STTR grant program managers Total # of SBIR/STTR award applications supported Total # of new product launches

## APPENDIX C OPTIONAL CHECKLIST-STYLE GUIDE FOR REQUIRED DOCUMENTS FOR APPLICATION

### 1. For States, Indian Tribes, Cities, and Other Political Subdivisions of States

The following checklist table is meant to assist applicants that are States, Indian tribes, cities, and other political subdivisions of States (including consortia of one or more of these types of entities). As set forth in section D.2 (p. 8) of this NOFO, all documents are required for a complete application.

Note that this list **DOES NOT APPLY** to nonprofit organizations, institutions of higher education, public-private partnerships, science or research parks, Federal laboratories, venture development organizations, or economic development or similar organizations. For these organizations, see Appendix C2 (p. 42) of this NOFO.

Document Checklist for State, Indian Tribe, City, and Other Political State Subdivision Applicants/Co-Applicants				
Document	Title/Description/Reference	Checklist		
Project Narrative	See section D.2.i.a (p. 8)	Application		
Budget Narrative and Staffing Plan	See section D.2.i.b (p. 10)	Application		
Matching Share Commitment Letters	See section D.2.i.c (p.11)	Source 1	Source 2	etc.
Form SF-424	Application for Federal Assistance	Applicant 1	Applicant 2	etc.
Form SF-424A	Budget Information-Non-Construction Programs	Application		
Form CD-511	Certification Regarding Lobbying (if applicable)	Applicant 1	Applicant 2	etc.
Form SF-LLL	Disclosure of Lobbying Activities (if applicable)	Applicant 1	Applicant 2	etc.
SPOC/EO 12372 Compliance Documentation	See section D.2.ii.b.1) (p. 12) and <a href="https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf">https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf</a> (if applicable)	State 1	State 2	etc.
ICR Agreement	See section D.2.ii.b.3) (p. 13)	Applicant 1	Applicant 2	etc.

## 2. For Nonprofit Organizations, Institutions of Higher Education, Public-Private Partnerships, Science or Research Parks, Federal Laboratories, Venture Development Organizations, Economic Development or Similar Organizations

The following checklist table is meant to assist applicants that are nonprofit organizations, institutions of higher education, public-private partnerships, science or research parks, Federal laboratories, venture development organizations, or economic development or similar organizations (as well as consortia that include one or more of these types of entities). As set forth in section D.2 (p. 8) of this NOFO, all documents are required for a complete application.

Document Checklist for Nonprofit Organization, Institution of Higher Education, Public-Private Partnership, Science or Research Park, Federal Laboratory, Venture Development Organization, and Economic Development or Similar Organization Applicants/Co-Applicants,				
Document	Title/Description/Requirements	Checklist		
<b>Project Narrative</b>	See section D.2.i.a (p. 8)	<i>Application</i>		
<b>Budget Narrative and Staffing Plan</b>	See section D.2.i.b (p. 10)	<i>Application</i>		
<b>Matching Share Commitment Letters</b>	See section D.2.i.c (p. 11)	<i>Source 1</i>	<i>Source 2</i>	<i>etc.</i>
<b>State/Local Government Support</b>	See section D.2.i.d (p. 11)	<i>Application</i>		
<b>Form SF-424</b>	Application for Federal Assistance	<i>Applicant 1</i>	<i>Applicant 2</i>	<i>etc.</i>
<b>Form SF-424A</b>	Budget Information-Non-Construction Programs	<i>Application</i>		
<b>Form CD-511</b>	Certification Regarding Lobbying (if applicable)	<i>Applicant 1</i>	<i>Applicant 2</i>	<i>etc.</i>
<b>Form SF-LLL</b>	Disclosure of Lobbying Activities (if applicable)	<i>Applicant 1</i>	<i>Applicant 2</i>	<i>etc.</i>
<b>SPOC/EO 12372 Compliance Documentation</b>	See section D.2.ii.b.1) (p. 12) and <a href="https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf">https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf</a> (if applicable)	<i>State 1</i>	<i>State 2</i>	<i>etc.</i>
<b>Organizational Documentation</b>	E.g., certificates of good standing, articles of incorporation, bylaws, establishing authorities; see section D.2.ii.b.2) (p. 12)	<i>Applicant 1</i>	<i>Applicant 2</i>	<i>etc.</i>
<b>Public Private Partnership Documentation</b>	If applicable, documentation defining the public private partnership which contains details of the agreement, including roles and responsibilities, and is signed by all parties. See 13. C.F.R. § 312.5 and the discussion of documentation for public-private partnerships in footnote 7 to section C.1	<i>Application</i>		
<b>Indirect Cost Rate (ICR) Agreement</b>	See section D.2.ii.b.3) (p. 13)	<i>Applicant 1</i>	<i>Applicant 2</i>	<i>etc.</i>

**Price City**  
**Bid Tabulation**  
**Project #3C-2021 Price City Trucks**

**Half-Ton**

Company	Truck	Notes
Ford F-150	\$ 31,733.00	
Dodge Ram 1500	\$ 28,414.00	1

**One Ton With Dump Bed**

Company	Cab & Chassis	Dump Bed	Total	Notes
Ford F-350			\$ 54,322.00	
Dodge Ram <del>3500</del>			\$ 48,575.00	1 and 2

Open April 6, 2021 at 2:30 PM

**Notes:**

- 1 Front bucket seats are not available - seats will be bench
- 2 Front wheel well liners are not available

Price City  
Bid Tabulation  
Project #5C-2021 Skid Steer

Company	Bid
Honnen Equipment	\$ 61,520.89

Open April 6, 2021 at 2:30 PM

LEASE AGREEMENT  
PRICE CITY – UNTIED WAY OF EASTERN UTAH

THIS LEASE AGREEMENT, hereinafter “Lease” is made and entered into this 14<sup>th</sup> day of April, 2021, by and between PRICE CITY, a Municipal Corporation, having an address of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as the "Landlord", and United Way of Eastern Utah, having an address of 80 North 200 East, Price, Utah 84501, hereinafter referred to as the "Tenant".

**WITNESSETH:**

In consideration of the rents or other good and valuable consideration, covenants and agreements herein reserved and contained on the part of the Tenant to be paid, performed and observed, the Landlord does hereby lease, demise, and let unto the Tenant the Leased Premises, hereinafter described, and the Tenant does hereby hire and take from the Landlord said Leased Premises, to have and to hold the same for the term of this Lease, upon the following Terms and Conditions:

**ARTICLE I**  
**PREMISES**

**SECTION 1.01. GRANT.**

(a) Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord the following: The premises shall consist of Room #105 located in Price City Hall, located at 185 East Main Street, Price, Utah, which building is now known as Price City Hall, and which floor space is more specifically identified in Exhibit A (hereinafter referred to as the "Leased Premises"), which is attached hereto and incorporated herein by this reference.

(b) Other space within Price City Hall to be utilized by Tenant, herein authorized by Landlord, shall be meeting room #106 or other meeting space capable of hosting a meeting of not less than fifteen (15) persons and supplies storage space located at a mutually agreed upon location within or adjacent to Price City Hall.

(c) Common areas such as hallways and restrooms shall be utilized by Tenant without restriction or cost to Tenant.

(d) Tenant business signage shall be placed in an agreed upon location mutually negotiated and agreed upon by both Tenant and Landlord.

**SECTION 1.02. TENANT’S ACCEPTANCE.**

Tenant accepts and leases the Leased Premises in their present state of repair, condition and configuration. Subsequent unreported and/or undocumented modifications or damages created or caused by the Tenant shall be repaired or replaced by Tenant at Tenant’s expense.

**ARTICLE II**  
**RENTAL TERMS**

**SECTION 2.01. TERM.**

(a) The term of this Lease shall be for an initial period of twenty-four (24) months commencing on the 1st day of May, 2021, and terminating on the 30<sup>th</sup> day of April, 2023.

(b) Holdover. Should the Tenant holdover the Leased Premises or any part thereof after the term or any subsequent or extended term of this Lease, unless otherwise explicitly agreed in writing, such holdover shall constitute a tenancy from month-to-month only and Tenant shall pay as monthly rental the then reasonable value of the use and occupancy of the Leased Premises, which shall not be, however, less than the rent to be paid for the last month under this Lease.

(c) Renewal. This lease shall automatically renew for one (1) year periods subsequent to the initial period identified in Section 2.01(a) above in the absence of a termination by either party hereto. Subsequent period renewals shall be at the same terms and conditions herein unless agreed in writing and signed by both parties hereto and attached to this lease as an amendment.

(d) Termination. Tenant may terminate this lease at any time within the initial period or subsequent period by providing the Landlord with written notice of termination a minimum of sixty (60) days prior to termination. Landlord may termination this lease at any time after the initial period by providing Tenant with written notice of termination a minimum of one-hundred eighty (180) days prior to termination.

**SECTION 2.02. RENTAL.**

(a) Tenant shall pay Landlord rent in the amount of Zero Dollars (\$0.00), payable upon execution of this lease by Tenant.

(b) Tenant shall assist Landlord with its Main Street program called Music, Meals and Mingle on Main (MMM) in exchange for zero dollars rent. Tenant shall commit up to, but not exceed, four (4) hours of MMM in-kind project management assistance per week by Tenant's Employee to Landlord during the initial and subsequent terms of this lease.

(c) Landlord shall provide, or cause to be provided, manual labor assistance for the relocation of Tenant from Tenant's existing office space to the space identified in Section 1.01(a) and Section 101(b) above upon execution of this Lease.



**ARTICLE III**  
**USE AND OCCUPATION**

**SECTION 3.01. USE OF THE LEASED PREMISES.**

(a) Tenant shall use the Leased Premises for the purposes of operating a community non-profit charity, and for no other purpose without the express written consent of Landlord first obtained.

(b) Tenant shall not use or permit the use of the Leased Premises in violation of any present or future law or ordinance of the United States, the State of Utah, Carbon County, the City of Price, or any other governmental authority.

(c) Tenant shall not interfere, restrict or inhibit Landlord's ability to conduct its business within Price City Hall. Tenant shall not utilize office equipment owned by Landlord.

**SECTION 3.02. INSURANCE.**

(a) Landlord shall, during the entire term of this Lease, insure the building containing said Leased Premises and such contents therein belonging to Landlord for the full insurable value against loss by fire, windstorm, and extended coverage, including vandalism and malicious mischief.

(b) Tenant shall indemnify, defend and hold Landlord harmless from and against all expense, liability and claim for damage to property or injury to or the death of persons, directly or indirectly resulting from anything occurring from any cause on or about or in connection with Tenant's use or occupancy of the Leased Premises, or the means of ingress thereto or egress therefrom.

(c) Tenant shall, during the entire term hereof, keep in full force and effect a policy liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and conducted therein, in which the limits of public liability shall be not less than \$500,000 per person and \$1,000,000 per accident, and in which the property damage liability shall be not less than \$100,000. Such policy shall name Landlord and Tenant as insured's, and shall provide that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Such insurance shall be in an insurance company approved by both Landlord and Tenant, and a certified copy of the policy or certificate of such insurance shall be delivered to Landlord.

**ARTICLE IV**  
**REPAIRS AND MAINTENANCE**

**SECTION 4.01. LEASED PREMISES.**

Tenant shall keep and maintain the Leased Premises in good condition and repair, and in a safe, clean and attractive condition. Tenant agrees to repair any damage to Price City Hall and replace all glass broken or damaged by Tenant, its employees, agents, or invitees, during the term of this Lease with glass of the same quality as that broken or damaged.

**SECTION 4.02. JANITORIAL.**

Tenant shall be responsible for the maintenance and janitorial upkeep of the Leased Premises. Tenant shall provide his/her/their own janitorial service within the identified leased space within Price City Hall.

**SECTION 4.03. IMPROVEMENTS BY TENANT.**

Subject to Landlord's prior written approval, Tenant, at Tenant's cost and expense, may make such improvements and alterations upon the Leased Premises as Tenant may determine are necessary for the operation of its business, provided, however, that such alterations and improvements shall not damage or affect the structural qualities of the building or materially alter the basic character of said building. Any such improvements made by Tenant shall be at the sole expense of Tenant, and no contractor, laborer, or material supplier shall have any right to a mechanic's lien against the premises by reason thereof. Tenant shall indemnify and hold Landlord harmless from any lien claims related to any improvements by Tenant to the Premises hereunder. All such improvements and alterations shall, at the expiration of the Lease term become the sole property of Landlord, and shall remain and be surrendered in good condition with the premises as part thereof at the termination of this Lease by lapse of time or otherwise, subject to reasonable wear and tear.

**SECTION 4.04. UTILITIES.**

(a) Landlord hereby agrees to furnish all municipal and other traditional utility services to the Leased Premises without charge to Tenant.

(b) Landlord hereby further agrees to provide garbage dumpster pickup services for Tenant's benefit at no cost to Tenant so long as Landlord continues to receive that same service at no charge to Landlord pursuant to Landlord's current contract with City Sanitation, Inc. Tenant, at its sole cost, shall be responsible for removal of its waste from the Leased Premises on a daily basis and depositing the same in the designated trash receptacle located outside in close proximity to Price City Hall.

(c) Landlord shall furnish telephone and internet service in a substantially similar manner that that provided to Tenant at the time of execution of this lease.<sup>1</sup>

**ARTICLE V**  
**DEFAULT OF THE TENANT**

**SECTION 5.01. RIGHT TO RE-ENTER.**

(a) Landlord shall not enter Tenant's occupied space and shall respect the privacy of Tenant at all times, notwithstanding the following.

(b) In the event of any failure of Tenant to pay any rental due hereunder within fifteen (15) days after the same shall be due, or any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the Terms and Conditions of this Lease, or if Tenant or if any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor takes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said Premises, or suffer this Lease to be taken under any Writ of Execution, the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resorting to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

**SECTION 5.02. RIGHT TO RELET OR REUSE.**

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or make such alterations and repairs as may be necessary in order to relet or reuse the Premises and relet or reuse said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) as Landlord, in its sole discretion, may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by

---

<sup>1</sup> At time of execution of this lease Tenant and Landlord have a current Tenant-Landlord relationship at a different building and location.

Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

**SECTION 5.03. WAIVER OF RIGHTS AND REDEMPTION.**

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Leased Premises by reason of the violation of Tenant of any of the covenants or conditions of this Lease or otherwise.

**SECTION 5.04. TENANT'S FIXTURES, ETC.**

In the event of default, all of the Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property, shall remain on the subject Premises and in that event, and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of the same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the term of this Lease, to require Tenant to forthwith remove the same.

**SECTION 5.05. IMPRACTICALITY OF CURING DEFAULT.**

Notwithstanding the other provisions of this Article, the Landlord agrees that if the default complained of, other than for the payment of money, is of such a nature that the same cannot be rectified or cured within the thirty (30) day period requiring such rectification or curing as specified in the written notice relating thereto, then such default shall be deemed to be rectified or cured if the Tenant within such period of thirty (30) days shall have commenced the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing and does so complete the same with the use of such diligence as aforesaid.

**SECTION 5.06. ADDITIONAL REMEDIES.**

The remedies given to the Landlord in this Article shall be in addition and supplemental to all other rights or remedies which the Landlord may have under the laws then in force.

**ARTICLE VI  
ENTRY & INSPECTION**

**SECTION 6.01. ENTRY FOR REPAIRS AND INSPECTION.**

Landlord reserves the right for Landlord's agents or employees to enter the Leased Premises when necessary to examine the conditions thereof, to repair, protect, improve or add to the Leased Premise and any and all things pertaining thereto; to make plumbing, gas, heating, telephone and data communication lines, or electrical connections for the accommodation of Landlord or its Tenants in adjacent premises, the Landlord to be answerable only for actual damages suffered by Tenant by reason of such entry. If Tenant refuses or neglects to repair the Leased Premises as required hereunder, or to pay insurance premiums, or perform any other act or make any other payment required of Tenant hereunder, Landlord may make such repairs (without liability to Tenant for any loss or damage that may accrue to Tenant's property or business), or may pay such insurance, or perform any such act or make any such payments, and Tenant agrees to reimburse Landlord promptly upon presentation of a bill therefore, together with interest thereon at the rate of not less than eighteen percent (18%) per annum.

**SECTION 6.02. PERSONAL PROPERTY AT RISK OF TENANT.**

Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing, or from the roof, street or subsurface, or from any other place, or by dampness, or by any other cause of whatsoever nature, except the willful act or neglect of Landlord.

**SECTION 6.03. RIGHTS CUMULATIVE.**

All rights and remedies of the Landlord under or in connection with this Lease shall be cumulative, and none shall be exclusive or any other rights or remedies allowed by law.

**ARTICLE VII  
TENANT'S PROTECTION AND RIGHTS**

**SECTION 7.01. QUIET ENJOYMENT.**

(a) Landlord covenants and warrants that it has full right and lawful authority to enter into this Lease for the full term hereof, and that Landlord is lawfully seized of the entire Leased Premises and has good title thereto, free and clear of all liens and encumbrances. Landlord shall

not provide or attempt to provide employment, work task, supervision, direction to or oversight of Tenant's employees.

(b) Landlord further covenants and warrants that if Tenant shall discharge the obligations herein set forth to be performed by Tenant, then Tenant shall have and enjoy during the terms of this Lease the quiet and undisturbed possession of the Leased Premises for the uses herein described.

**SECTION 7.02. REPAIR OF BUILDING BY LANDLORD.**

Landlord agrees to, during the term of this Lease, repair any structural defects in the exterior walls, floor joists, and foundations of the building which contains the Leased Premises, as well as any damage which might result from acts of the Landlord, its employees or representatives. Landlord shall not, however, be obligated to repair any such damage until written notice of the need for such repair shall have been given to the Landlord by the Tenant, and after such notice is given, the Landlord shall have a reasonable time within which to make such repairs.

**SECTION 7.03. REMOVAL UPON TERMINATION.**

(a) At the expiration of the term of this Lease, Tenant shall surrender the Leased Premises in good condition and repair, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to the Landlord.

(b) Tenant shall, upon termination of this Lease and upon payment of all sums due hereunder have the right to remove all trade fixtures and movable personal property installed by Tenant upon the Leased Premises, provided such removal does not affect the aesthetic condition of the building, structure or structural qualities of the building.

**SECTION 7.04. ASSIGNMENT AND SUBLETTING.**

Neither this Lease nor any interest therein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise, and Tenant shall not be permitted to sublease any part of the Leased Premises under any circumstances, without the express written consent of the Landlord being first had and obtained.

**ARTICLE VIII**  
**MISCELLANEOUS**

**SECTION 8.01. DAMAGE OR DESTRUCTION.**

If the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Leased Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Premises

untenantable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Premises restored. In the event the Leased Premises are totally destroyed, Landlord shall have the right to terminate this Lease by giving Tenant written notice of termination.

**SECTION 8.02. WAIVER.**

No failure of Landlord to enforce any term hereof shall be deemed a waiver of that term or provision.

**SECTION 8.03. BINDING EFFECT.**

All covenants, promises, conditions, and obligations herein contained, or implied by law, are covenants running with the land and shall attach to and be binding upon the heirs, executors, administrators, successors in interest, legal representatives, and assigns, of each of the parties to this Lease, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the other provisions of this Lease.

**SECTION 8.04. ENFORCEABILITY.**

If any term, covenant or condition of this Lease or the application thereof to any party or person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to a party or persons or circumstances other than these as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 8.05. TIME.**

Time is of the essence of this Lease and every term, covenant, and condition herein contained.

**SECTION 8.06. NOTICES.**

Any notice to either party hereunder, provided for herein, shall be deemed to have been served when hand delivered, mailed postage prepaid by certified or registered mail, addressed as follows:

- a) If to Landlord: City Recorder  
185 East Main Street  
P.O. Box 893  
Price, Utah 84501
  
- b) If to Tenant: United Way of Eastern Utah  
185 East Main Street

Price, Utah 84501  
435-637-8911

Either party may change the address at which notice is to be served upon them by giving written notice thereof in the manner herein provided.

**SECTION 8.07. TENANT'S CONDUCT OF BUSINESS.**

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities and commissions, now in force, or which may hereafter be in force pertaining to the said Premises and Tenant's conduct or business therein, and Tenant covenants to prevent any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of other tenants located with same building.

**SECTION 8.08. ENTIRE AGREEMENT.**

This Lease Agreement supersedes and cancels any and all previous negotiations, arrangements, offers, agreements, or understandings, if any, between the parties hereto. This Lease Agreement expresses and contains the entire agreement of the parties hereto and there are no express or implied representations, warranties, or agreements between them except as herein contained. This Lease Agreement may not be modified, amended or supplemented except by a writing signed by both Landlord and Tenant. This Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

**SECTION 8.9 ATTORNEY'S FEES.**

If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement in duplicate original form the day and year first above written.



**LANDLORD:**

PRICE CITY, a Municipal Corporation,

By: \_\_\_\_\_  
Michael Kourianos, Mayor

Attest:

\_\_\_\_\_  
Sherrie Gordon, City Recorder

**TENANT:**

By: \_\_\_\_\_  
Nick Tatton, Board Chair

Attest:

Signed: \_\_\_\_\_  
Megan Cummings, Executive Director

Account No: 3555  
 Business Activity: 711  
 Fee: 150  
 Copy to Recorder: 4-5-21  
 CC Approval:  Yes  No Date: \_\_\_\_\_  
 License Sent: \_\_\_\_\_



### BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Desert Sun Creations LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>433 S. 200 W. Price</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>ut</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-8546</u>		Business E-mail: <u>(NOT 6 mail) desert_sun_creations@mail.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____ Zip Code: _____
Property Owner's Name: <u>Kenneth Pulling</u>		Property Owner's Telephone: _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Retail <input checked="" type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>ASAP</u> Business Hours: From <u>9am</u> To <u>6pm</u> <u>M T W T H F</u> S SU (please circle) <u>Closed 12-1pm</u>			
Detailed Description of Business: <u>Custom Apparel decorating - clothing, caps/hats, bags, etc using HTV Transfers; vinyl + patches; custom leather purses, wallets, journal covers, etc</u>			
Commercial Square Feet: <u>141 sq ft</u>	No. of Arcade Games, Pool Tables, Etc.: <u>0</u>	No. of Vending Machines: <u>0</u>	No. of Mobile Home Spaces: <u>0</u>
No. of Rental Units: <u>0</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>2</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
<p><b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b></p> <p><input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab  <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business</p>			

Account No: 3420  
 Business Activity: 8133  
 Fee: 0  
 Copy to Recorder: \_\_\_\_\_  
 CC Approval:  Yes  No Date: \_\_\_\_\_  
 License Sent: \_\_\_\_\_



### BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

**PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.**

Business Information			
<b>Business Status:</b> <input type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
<b>Business Name (include DBA):</b> <u>FCBH COMMUNITY CLINIC</u>			
If Name Change, list previous name: _____			
<b>Business Address:</b> <u>1090 E main st</u>		<b>Suite/Apt. No.:</b> _____	
<b>City:</b> <u>Price</u>	<b>State:</b> <u>Utah</u>	<b>Zip Code:</b> <u>84501</u>	
<b>Business Telephone:</b> (    ) _____	<b>Business E-mail:</b> _____	<b>Business Fax:</b> _____	
<b>Mailing Address (if different):</b> <u>PO Box 9067</u>		<b>City:</b> <u>Price</u>	<b>State:</b> <u>Utah</u>
		<b>Zip Code:</b> <u>84501</u>	
<b>Property Owner's Name:</b> _____		<b>Property Owner's Telephone:</b> (    ) _____	
<b>Type of Organization:</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
<b>Type of Business:</b> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
<b>Nature of Business:</b> <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
<b>Opening Date:</b> _____ <b>Business Hours:</b> From <u>8:00</u> To <u>5:00</u> <u>M T W T H F S</u> SU (please circle)			
<b>Detailed Description of Business:</b> <u>Community Behavioral Health Services.</u>			
<b>Commercial Square Feet:</b> _____	<b>No. of Arcade Games, Pool Tables, Etc.:</b> <u>0</u>	<b>No. of Vending Machines:</b> <u>0</u>	<b>No. of Mobile Home Spaces:</b> <u>0</u>
<b>No. of Rental Units:</b> <u>0</u>	<b>No. of RV Spaces:</b> <u>0</u>	<b>No. of Motel Rooms:</b> <u>0</u>	<b>No. of Beds:</b> <u>0</u>
<b>State Sales Tax I.D. No. (Include copy or proof of exemption):</b> _____		<b>Federal Tax I.D. No. (Include copy):</b> _____	
<b>State License No. (Include copy):</b> _____		<b>State License Type:</b> _____	
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b>			
<input type="checkbox"/> Alcoholic Beverages		<input type="checkbox"/> Eating Establishment	
<input type="checkbox"/> Pawnbroker		<input type="checkbox"/> Amusement Center	
		<input type="checkbox"/> Sexually Oriented Business	
		<input type="checkbox"/> Taxi Cab	



**Mayor**  
MICHAEL  
KOURINOS  
**City Attorney**  
THOMAS SITTERUD  
**City Recorder**  
SHERRIE GORDON  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS

**City Council**  
  
RICK DAVIS  
AMY KNOTT-  
JESPERSEN  
BOYD MARSING  
LAYNE MILLER  
TERRY WILLIS

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905

Travel Request: UAMPS Member Meeting April 20-21, 2021

Person: Bret Cammans

Date: April 20-21, 2021

Location: Salt Lake City, Utah

Purpose: Monthly Directors Mtg

Cost:	Class	\$0
	Travel	\$130 approximately
	Lodging	\$140 approximately (1 Night)
	Meals	\$ 19 other meals included
	Total	\$429

UAMPS reimburses the costs of the trip as well as daily compensation.

UAMPS Monthly meeting.

Thank You  
Bret Cammans