

## CENTRAL WASATCH COMMISSION EMPLOYEE MANUAL

**NOTWITHSTANDING ANYTHING IN THIS MANUAL TO THE CONTRARY, THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPRESS OR IMPLIED CONTRACT; SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY CWC 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 WITH OR WITHOUT CAUSE, SUBJECT TO LEGAL REQUIREMENTS. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS APPROVED BY THE CWC'S BOARD AND SIGNED BY THE CHAIR OF THAT BOARD, IN WHICH CASE TERMINATION OF THE EMPLOYEE'S EMPLOYMENT SHALL BE GOVERNED BY THE EXPRESS TERMS OF THAT CONTRACT.**

### **I. MISSION:**

At its core, the mission of the Central Wasatch Commission (the "CWC") is to implement the Mountain Accord charter, which laid out proposals for addressing four major issue areas specific to the Central Wasatch Mountains: transportation, economic viability, environmental sustainability, and recreation stewardship.

The values of the CWC are consensus and collaboration.

### **II. OVERVIEW:**

This "Central Wasatch Commission Employee Manual" (this "*Manual*") provides general guidelines about the CWC's policies and procedures for its employees. It is a guide to assist employees in becoming familiar with some of the privileges and obligations of employment, including the CWC's policy of "at-will" employment.

None of the policies or guidelines in the Manual create contractual rights or obligations, such as a guarantee of employment for any specific period of time, or for any specific type of work.

The provisions of this Manual are subject to all applicable laws, to the CWC's Bylaws from time to time (the "*Bylaws*," a copy of which shall be provided to a CWC employee upon request), and to future resolutions or other formal actions of the CWC's Board of Commissioners, which is its governing body (the "*Board*"). The provisions of this Manual are subject to modification, amendment or revocation by the Board at any time without advance notice.

This Manual has been approved the Board in consultation with the CWC's Executive Director, who has been delegated authority by the Board for their administration. The Executive Director may, in turn, further delegate authority for their administration.

All CWC employees shall comply with this Manual. The Executive Director will endeavor to assure that each employee is provided access to a current copy of this Manual at the commencement of employment, and to all modifications and amendments to this Manual during the course of employment. Employees are encouraged to consult the Executive Director for additional information regarding the provisions of this Manual and any personnel matters.

The highest standards of personal and professional ethics and behavior are expected of all CWC employees, including interns and volunteers, each of whom is expected to display good judgment, diplomacy and courtesy in their professional relationships with the general public, other

staff members, members of the Board and CWC committee, and all others interested or involved in the CWC's work.

### **III. VOLUNTARY AT-WILL EMPLOYMENT**

Unless an employee has a written employment agreement with the CWC which provides differently, all employment at the CWC is "at-will." This means that employees may be terminated from employment with the CWC with or without cause, and that employees are free to leave the employment of CWC with or without cause. Any representation by any CWC officer or employee contrary to this "at-will" policy is not binding upon the CWC unless it is in writing and is signed by the Chair of the Board following approval of the Board.

### **IV. EQUAL EMPLOYMENT OPPORTUNITY**

The CWC shall comply with all federal, state and local employment laws and is committed to providing equal employment opportunity. To that end, the CWC shall not discriminate against any employee or applicant in a manner that violates the law.

The CWC is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law.

Each person is evaluated on the basis of personal skill and merit. The CWC's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the CWC's equal employment opportunity policy. The CWC will not tolerate any form of unlawful discrimination.

### **V. POLICY AGAINST WORKPLACE HARASSMENT**

The CWC is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers. All applicable federal and Utah state laws concerning workplace harassment shall be adhered to.

### **VI. SOLICITATION**

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on CWC property during work time, especially those of a partisan or political nature.

### **VII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY**

The normal work week for Central Wasatch Commission shall consist of five (5), eight (8) hour days: Monday thru Friday. Employees may request the opportunity to vary their work schedules (within CWC-defined limits) to better accommodate personal responsibilities.

## **VIII. EMPLOYMENT POLICIES AND PRACTICES**

The CWC is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by the CWC.

A. Full-Time Employee. A full time employee regularly works at least 40 hours per week.

B. Part-Time Employee. A part time employee regularly works less than 40 hours per week. Part-time employees are entitled only to those benefits required by law or as otherwise stated in this Manual, or as otherwise approved by the Board.

C. Exempt Employee. An exempt employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA ").

D. Non-Exempt Employee. A non-exempt employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the FLSA. For non-exempt employees, an accurate record of hours worked must be maintained. The CWC will compensate non-exempt employees in accordance with applicable federal and state law and regulations.

E. Temporary Employee. A temporary employee is an individual employed, either on a full-time or part-time basis, for a specific period of time less than six months. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in this Manual, or as otherwise approved by the Board.

F. Classification. All employees are classified as exempt or nonexempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

## **IX. POSITION DESCRIPTION AND SALARY ADMINISTRATION**

A. Position Description. Each position shall have a written job description and/or an employment agreement or letter of employment. In general, the job description and/or employment agreement or letter of employment will include the following:

- (1) Purpose of the position;
- (2) Areas of responsibilities;
- (3) Immediate supervisor(s);
- (4) Qualifications required;
- (5) Salary range; and
- (6) Working conditions affecting the job, such as required working hours, use of a car, etc.

The Executive Director shall have discretion to modify the foregoing to meet the needs of the CWC.

B. Payroll. Payroll is completed every other week.

## **X. ANNUAL PERFORMANCE REVIEW**

The work of each employee is reviewed on an ongoing basis to provide a systematic means of evaluating performance. The annual performance review is a formal opportunity for the

Executive Director and the employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate the CWC's needs in the coming year.

The purpose of the review is to encourage the exchange of ideas in order to create positive change within the CWC. To that end, it is incumbent upon both parties to have an open, and honest discussion concerning the employee's performance.

The annual performance review shall serve as the basis for any salary or benefit increases or adjustments. The CWC will strive to comply with implementing the annual review and adjust salaries based upon the performance review using the annual cost of living increase as a minimum guideline; additional compensation based upon extraordinary service may be determined by the Executive Director in consultation with the Board.

## **XI. ECONOMIC BENEFITS AND INSURANCE**

The CWC will endeavor to provide a competitive package of benefits to all eligible full-time and part-time employees, subject to budgetary constraints. The following outline of benefits is subject to change (including omission) from time to time, and the plan brochures (known as Summary Plan Descriptions) or contracts are to be considered the final word on the terms and conditions of the employee benefits provided by the CWC. The CWC reserves the right to modify or terminate any employee benefits at any time, without prior notice.

For eligibility requirements, refer to the Summary Plan Description for each benefit program. Continuation of any benefits after termination of employment will be solely at the employee's expense and only if permitted by policies and applicable laws. The Executive Director will determine levels of deductibility and co-payments for all insurance related benefits annually in consultation with the Board.

A. Health/Life Insurance. The CWC currently provides individual health and dental insurance benefits for eligible full-time and part-time employees except those who are insured through their spouse, retired military, or other plans, beginning after the first full month of employment. Eligible employees may elect to participate in available health plan(s) offered by the CWC. The CWC presently pays 80% of the individual insurance premium for all eligible employees, but may require employees to pay a greater than a 20% portion of insurance premium in the future. Information about the CWC's health/life insurance plan(s) will be provided to the employee at the time of employment.

B. Social Security/Medicare/Medicaid. The CWC participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and the CWC contributes at the applicable wage base as established by federal law.

C. Workers Compensation and Unemployment Insurance. Employees are covered for benefits under applicable workers compensation laws. Absences for which worker compensation benefits are provided are not charged against the up to 22 days of "personal time off" ("PTO") that are available to CWC's full time employees. To ensure proper protection for employees and the CWC, any accident that occurs on the job must be reported, even if there are no injuries apparent at the time. Forms for this purpose are available from the CWC. The CWC also participates in the State of Utah unemployment program.

D. Retirement Plan. The CWC provides the Utah Retirement System (“URS”) program coverage for eligible full-time and part-time employees who are 21 years of age or older as required by Title 49, Utah Code Ann. Information about the CWC’s URS plan will be provided to the employee at the time of employment and thereafter upon request or as legally required.

E. Equipment. The CWC will provide appropriate equipment to its employees, including computers, monitors, appropriate office furnishings, recorders, and access to copiers as needed. Mobile phones may be reimbursed at \$50 per month for employees using their personal phones for business. Individual variations for equipment benefits may be provided in written employment agreements approved by the Board and signed by the Board Chair. Personal use of CWC equipment is limited or prohibited as detailed in the Bylaws. Employees are advised that they have no expectation of privacy concerning their use of CWC equipment, or concerning their use of private equipment for CWC business. For example, use of CWC equipment for private texts, emails, etc. is subject to public disclosure under the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 et seq. (“GRAMA”), and the conduct of CWC business on private devices also is subject to GRAMA.

## **XII. LEAVE BENEFITS; HOLIDAYS**

A. PTO. Full-time employees are eligible for 22 days of PTO each fiscal year. Accrual shall commence on the date of full-time employment, and shall be prorated for partial years. No more than 22 days of PTO may be carried forward into any succeeding year. An employee who is terminated without cause may be paid their accrued but unused PTO balance for the current fiscal year.

B. Paid Holidays. Full-time employees are entitled to the following paid holidays:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Pioneer Day (Utah specific)
- Labor Day
- Columbus Day (swing day; may be exchanged for another day)
- Veteran’s Day (swing day; may be exchanged for another day)
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve (1/2 Day)
- Christmas Day

Use of above-identified swing days must be cleared with the Executive Director at least two weeks in advance.

## **XIII. REIMBURSEMENT OF EXPENSES**

Reimbursement is authorized for reasonable and necessary expenses incurred carrying out job responsibilities as specified in the Bylaws. The CWC abides by the State of Utah travel

reimbursement for transportation, per diem rates as established (\$49 per day as of April 1, 2019), lodging, and meals. In the instance of international travel check State of Utah guidelines.

#### **XIV. SEPARATION**

Either the CWC or the employee may initiate separation. The CWC encourages employees to provide at least two weeks' (10 business days') written notice prior to intended separation, or such longer notice period as may be specified in a written employment contract. Providing as much advance notice of voluntary termination as possible is strongly encouraged. After receiving such termination notice, an exit interview will be scheduled by the Executive Director.

#### **XVI. REVIEW OF PERSONNEL ACTION**

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees should first discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the issue with the Executive Director. The decision of the Executive Director is final.

#### **XVII. PERSONNEL RECORDS**

Personnel records are the property of CWC, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information.

#### **XVIII. OUTSIDE EMPLOYMENT**

Individuals employed by the CWC may hold outside jobs as long as they meet the performance standards of their job with the CWC. Employees should consider the impact that outside employment may have on their ability to perform their duties for the CWC.

#### **XIX. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Any information that an employee learns about the CWC, or its members or donors, as a result of working for CWC that is not otherwise publicly available constitutes confidential information that may not be voluntarily disclosed by the employee.