

# Policy Overview

The personnel Policy framework attached to this Email was obtained from the Utah Association of Service Districts.

Most of the policies are general in nature and cover a lot of “boiler plate policy” that need to be included in our policies but are non-controversial and need to be understood but require little debate.

Other parts of the Personnel Policy deal with benefits and Salary Ranges and Merit increases.

I have highlighted areas that require discussion and fine tuning so that we can pass a comprehensive policy so that Employees and Board members have a firm understanding of JWID Personnel Policies.

See:

Page 18 Benefits

Page 20 Holidays

Page 24 Sick Leave

Page 25 Personal Leave

Page 28 Exempt Employees

Page 35 Merit and performance evaluations

It has been suggested that JWID hire or use information from a third-party consultant to set up Job Classifications and Pay grades Page 28

# Johnson Water Improvement District

## Personnel Policy

### **I EMPLOYEE PROGRAMS AND BENEFITS**

- A. Policy:** This shall be known as the Johnson Water Improvement District ("District") Personnel Policy (the "Policy").
- B. Purpose:** The Policy has been adopted for the purpose of guiding the District's efforts for quality performance, equity in employment, and career development of its employees.
- C. Discrimination Prohibited:** One of the reasons for this policy is to insure that no employee or applicant for employment will be discriminated against in any personnel action by reason of race, color, religion, sex, national origin, political affiliation, age or disability and to safeguard their privacy and constitutional rights as citizens. Detailed rules and regulations covering equal employment opportunity and non-discrimination may be found in separate policies and procedures of the District.
- D. Fair Employment Practices:** It is the intent and purpose of the governing board of the District (the "Board") to assure equality and quality in all phases of the employment process. In so doing, the Board intends to comply with all applicable State and Federal requirements pertaining to fair employment practices.
- E. Professionalism:** All employees of the District are expected to accept and adhere to high standards of personal and professional conduct. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from behavior that might be harmful to themselves, their co-workers and/or the District, or negatively impact those persons and organizations served by the District or the perception of the District by the public at large. An employee whose performance, work habits, overall attitude or demeanor becomes unsatisfactory or who fails to perform assigned duties and responsibilities at prescribed levels may be subject to disciplinary action, including termination.
- F. Anti-Nepotism:** No relative of an employee or Board member will be employed by the District in violation of the Utah Anti-Nepotism Act, UTAH CODE ANN. §§ 52-3-1 *et seq.*
- G. Annual Review:** The Board shall review annually the personnel policies to ensure that they conform to the requirements of state and federal law.

## II ATTENDANCE/TARDINESS

- A. **Attendance Policy:** Employees are expected to be on time for work, to give proper notice when they will be late, and to have a good attendance record. When employees are unnecessarily absent or late, an expensive, disruptive burden is placed on fellow employees, supervisors and the District. Working hours, shift assignments, break and meal periods, and special rules for work performance and attendance are determined for each department by the department supervisor.
- Notification of Supervisor:** If an employee cannot come to work, unless the employee has been granted a formal, authorized leave of absence, that employee must notify the direct-line supervisor enough in advance of the beginning of the work day so that, if necessary, a substitute can be called to start the day's work in a normal fashion. Notification must be given for each day of an employee's absence. The absence will be excused if the employee could not have anticipated the need for time off so as to have arranged an authorized leave of absence, but notifies the supervisor as provided above and has a justifiable reason for the absence. Reasons generally considered valid include personal illness, death in the immediate family, illness in the immediate family requiring the employee's attention, natural disasters and serious accidents.
- B. **Absences to Be Recorded:** All absences will be recorded as part of an employee's personnel file.
- C. **Authorized Absences:** An employee may take time off as provided in the Policy with prior permission from the direct-line supervisor. Except as otherwise specifically provided in the Policy, the direct-line supervisor shall have discretion in approving or rejecting requests for authorized leave. If a leave request is denied by the direct-line supervisor, the employee may petition the General Manager who may intervene and mediate the leave request between the supervisor and the employee, in the discretion of the General Manager.
- D. **Discretion of the District:** The District reserves the right to authorize or refuse to authorize the advance request of an employee for permission to be absent if
- E. there is a conflict of work schedules or an emergency, to investigate absences, to determine whether an absence is necessary or justifiable, and to deny a pay allowance for any absence in violation of this policy.
- F. **Unauthorized Absences:** An employee on an unreported and/or unauthorized absence may be automatically separated from employment after one working day of such absence. Termination under such circumstances is considered to be initiated by the employee and will be recorded as a resignation.
- G. **Excessive Tardiness:** Employees are expected to be on time. If an employee will be late for work, that employee is required, as soon as possible, to notify the direct-line supervisor, telling the supervisor of the anticipated tardiness and

reporting the expected time of arrival. Unexcused or excessive tardiness may result in disciplinary action, including termination.

### III. **APPEARANCE AND GROOMING**

Employees are expected to maintain high standards of personal appearance and grooming. Suitable clothing and neat appearance are requirements of employment. Transparent clothing and other immodest clothing are inappropriate work attire. Safety standards may also prohibit dangling neckties, jewelry, loose fitting sleeves and long coats in certain situations. Personnel on duty in certain job classifications may be required to wear assigned uniforms and employees making service calls may be required to prominently wear or otherwise display proper identification badges or other insignia. Failure to maintain neat appearance and grooming may be grounds for discipline, including termination.

### IV. **DISCIPLINARY ACTION**

- A. **Discipline for Violation of Rules:** The District is committed to a fair and equitable progressive disciplinary system. Management has both the right and the responsibility to correct and discipline employees for misconduct, errors, or inappropriate behavior or actions which adversely affect the operations or the reputation of the District. The District's rules will be fairly and consistently enforced. Violation of rules as set forth will result in one or more of the following disciplinary actions described in this Section IV according to the frequency, seriousness, and circumstances of the offense. In the case of suspension or probation, the employee will undergo a detailed re-evaluation at the end of the stated disciplinary-action period and an interview will be conducted by the employee's immediate supervisor on a face-to-face basis. In the event that the original problem or infraction has not been resolved at the end of the probationary period, the action can be continued and the procedures described herein will again be accomplished or the employee may be discharged for cause for failure to correct the reason causing the probation or suspension.
- B. **Prohibited Behavior - Immediate Dismissal or Suspension:** The following types of behavior may warrant immediate dismissal or suspension (this list is for purposes of illustration and is not intended to be exhaustive):
1. Misuse or stealing of District, employee, customer, or other property or funds.
  2. Use of intoxicants or controlled substances or being under the influence thereof during scheduled hours of work. "Under the influence of alcohol" means having a concentration of .02 grams of alcohol per 100 millimeters of blood, as shown by a urinalysis, blood, or breathalyzer test. An employee may also be under the influence of alcohol even though the concentration is less than that set forth in the immediately preceding sentence in the event that the alcohol in the employee's system adversely affects the proper performance of the employee's job duties. An employee may be deemed to be "under the influence of a controlled substance" if a controlled substance is found in the employee's system in a detectable amount.

3. Sleeping while on duty.
4. Possession of or carrying a weapon, without carrying a valid concealed weapons permit, or explosive, while on duty.
5. Physical attack on a fellow employee or a member of the general public.
6. Willful or malicious abuse or destruction of property.
7. Falsifying District records, including misrepresenting or withholding information on job application records, reports or other information that is work related.
8. Failing to report for work without authorization, walking off the job or leaving place of work while on duty without permission, except in cases of extreme emergency.
9. Refusal to perform a work assignment, to adhere to safety regulations, or to wear required safety equipment, or other acts of insubordination.
10. Participating in "horseplay" that results in injury to an employee or other person or damage to property.
11. Conviction of a felony.
12. Falsifying any employee's time record or misuse of sick leave or funeral leave.
13. Use of official District position to secure special privileges or exemptions.

C. **Prohibited Behavior - Discharge, Suspension or Reprimand:** The following types of behavior may warrant discharge, suspension or written reprimand (the following list is for purposes of illustration and is not intended to be exhaustive). Whenever a reprimand is written, it will be placed in the employee's file:

1. Reporting to work under the influence of intoxicants or other controlled substances.
2. Obscene, abusive or disruptive language or behavior.
3. Distributing written or printed literature or circulating a petition on District property or during the employee's scheduled hours of work without prior authorization.
4. Neglect of work.
5. Carelessness in use of machines or materials.
6. Failure to comply with established District operational procedures or to follow the instruction of a supervisor.
7. Unauthorized use of District equipment or materials.
8. Gambling while on duty.

9. Immoral or indecent conduct which may have an adverse impact on District operations.
10. Failure to adhere to safety regulations or, when required, failure to use safety equipment, or any other violation of established safety rules.
11. Unauthorized use of materials or equipment.
12. Fighting or provoking a riot on District premises.
13. Failing to receive an acceptable performance evaluation rating.

**D. Prohibited Behavior - Reprimand Prior to Suspension or Discharge:** The following types of behavior vary in degree of seriousness and may warrant a reprimand. The first offense warrants a written or an oral reprimand, which are described in sections E. and F. immediately below. The purpose of the reprimand is to counsel the employee and to provide documentation. Repetition of inappropriate behavior may warrant probation, suspension, or discharge, as described in sections G., H., and I. below. (This list is for purposes of illustration and is not intended to be exhaustive):

1. Chronic or excessive absenteeism or tardiness (in excess of the District average) or early quitting.
2. Failure to give notice of absence in accordance with District procedures, except in the case of an emergency.
3. Removing or defacing signs, bulletin boards, or other District property.
4. Working at another job that would create a conflict of interest or adversely affect an employee's performance.
5. Unauthorized time away from the designated workstation.
6. Failure to meet established work quality standards or production requirements.
7. Failure to adhere to and follow established work procedures or pay attention to job responsibilities.
8. Failure to adhere to safety regulations or to wear required safety equipment.

**E. Oral Warning**

1. **Meeting with Supervisor:** The supervisor will review the facts in the case privately with the employee.
2. **Warning:** The employee will be informed as to what action may be taken if another violation occurs.
3. **Written Report:** The supervisor will make a written report about the oral warning and a copy of the report will be placed in the employee's

personnel file. This record will be removed from the employee's file after one year if there are no new or recurring problems involving that employee.

**F. Written Warning**

1. **Meeting with Supervisor:** The supervisor will review the facts of the case with the employee.
2. **Intermediate Evaluation:** The employee will be informed as to what action will be considered if another violation occurs and an intermediate evaluation of the employee will be implemented.
3. **Warning Letter:** A letter, stating the facts reviewed with the employee and the action taken or to be taken, will be prepared. A copy of the warning letter will be given to the employee and the General Manager. A copy will be filed in the employee's personnel file as a permanent record.

**G. Probation**

1. **Review of Facts:** All facts will be accumulated and reviewed by the supervisor, including information available in the employee's personnel file.
2. **Probation - Meeting with Supervisor:** The employee will be called in for a meeting with the supervisor and/or the General Manager. The employee will be given a letter explaining the action being taken, the reason for the action, and the length of time of the probationary period, which will normally be for a period of between two weeks and sixty days but can be extended as warranted. A copy of the letter will be placed in the employee's personnel file.

**H. Suspension Without Pay**

1. **Immediate Suspension:** If immediate action is deemed to be necessary, a supervisor or the General Manager, may suspend an employee immediately.
2. **Review by Management:** Normally, all facts, including the record of previous disciplinary actions, will be accumulated and reviewed by the supervisor and  
General Manager prior to discipline.
3. **Meeting with Supervisor:** The employee will be called in for a meeting with the supervisor and the General Manager. The employee will be given a letter  
explaining the action being taken, the reason for the suspension, and the length of time of the suspension. A copy of the letter will be placed in the employee's personnel file as a permanent record.

I. **Discharge**

1. **No Advance Notice:** Employees terminated for cause on regular or probationary status need not be given advance notice.

2. **Grounds for Dismissal:** Dismissals for cause may result from any of the following:

- a. Negligence.
- b. Incompetence.
- c. Excessive absences.
- d. Excessive tardiness.
- e. Misuse of District property or funds.
- f. Misuse of sick leave or funeral leave.
- g. Disorderly conduct.
- h. Insubordination -- not following District policies and procedures or a supervisor's lawful executive orders.
- i. Misrepresentation on the employment application.
- J. Unsuitable to job requirements/unsatisfactory job performance.
- k. Use of alcohol or drugs or under the influence thereof while working.
- l. Sexual or other harassment.
- m. A violation of the Utah Public Officers' and Employees' Ethics Act through accepting gifts and/or gratuities which are not permitted or by knowingly engaging in conduct giving rise to a conflict of interest.
- n. Other reasons as set forth elsewhere in this Personnel Policy.
- o. Other reasons deemed valid and documented by management, including conviction of a crime in a court of law or misconduct off the job.

J. **Work Rules/Discipline:** The foregoing rules do not represent every conceivable type of offense but reflect those most frequently encountered. Misconduct not specifically described in the foregoing rules will be handled as warranted by the circumstances. Penalties imposed as a result of infractions of the rules may be modified by the District when extenuating circumstances are found. Conversely, flagrant infractions of the foregoing rules may result in action of greater severity than that indicated.



## **V. EXPUNGEMENT**

- A. Discretionary Expungement:** Subject to any limitation stated in the District's policies and procedures dealing with sexual harassment, written reports regarding oral warnings, written warnings, records of disciplinary action and other negative or adverse documents in an employee's personnel file may, at the discretion of the General Manager, be removed from the file and discarded provided that at least three years shall have passed since any such negative report or adverse documentation shall have been placed in the employee's personnel file and since any other adverse action has been taken by the District with respect to the employee's employment status, and further provided that the two most recent annual performance reviews and evaluations were acceptable or better in each category. In making a discretionary determination regarding the removal of negative material from an employee's personnel file, the General Manager shall consider the progress and improvement made by the employee, as well as the employee's attitude and general value to the District
- B. Limitation on Expungement:** In the event a document includes items or information which the General Manager, in the General Manager's sound discretion, believes should be maintained in the employee's personnel file, the General Manager shall have the right to mark out or otherwise expunge those portions of such documents that are subject to expungement as provided and shall continue to maintain the remainder of each such document as part of the employee's personnel file.
- C. Documents Subject to Expungement:** The General Manager will decide whether a document or portion thereof is "negative or adverse" and therefore subject to expungement. The General Manager's decision shall be final and conclusive, subject only to review by the Board.

## **VI. SEXUAL HARASSMENT**

- A. Sexual Harassment Prohibited:** The District is committed to provide all employees with a work environment free of sexual harassment. Sexual harassment, in any form, is unacceptable. Any employee involved in sexual harassment will be subject to discipline, including termination. A more detailed policy regarding prohibited harassment may be stated in another part of the District's policies and procedures.
- B. Documentation:** If an employee feels that he/she is being subjected to any form of sexual harassment, or that the working environment contributes to sexual harassment, the employee should document specific information regarding the harassment, including: dates, times, places, specific types of harassment, and the names of any witnesses. The employee should then verbalize his/her disapproval of the actions to the harasser(s) and state that his or her actions are not welcome.

- C. **Grievance Procedure:** If an employee feels that he/she is a victim of sexual harassment, the employee is encouraged to file a grievance pursuant to the District's grievance and appeal procedure (see Section X). The District will hear, entertain, and resolve allegations of sexual harassment in an expedient and discreet manner once such a grievance has been filed. Once a grievance has been filed, it shall be the responsibility of the grieving employee's supervisor (or the supervisor's supervisor if the grievance is against the supervisor) to immediately investigate the grievance and to prevent further unwelcome behavior.

## VII. **SMOKING/SUBSTANCE ABUSE**

- A. **Clean Air Act:** It is the policy of the District to provide a safe and healthful working environment for employees and the general public. The District will follow the Utah Indoor Clean Air Act (Utah Code Ann. § 26-38-1 *et seq.*, as amended or replaced from time to time) by prohibiting smoking indoors. Employees who fail to comply will be subject to discipline, including termination.
- B. **Enforcement:** The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers alike. All employees share in the responsibility for adhering to and enforcing this policy. Any employee of the District who observes a person in possession of a lighted tobacco product in apparent violation of the Indoor Clean Air Act shall ask the person to extinguish the tobacco product. Any person who fails to comply is to be asked to leave the District premises. Conflicts should be brought to the attention of immediate supervisors and, if necessary, referred to the General Manager for a final decision as provided in Section X dealing with grievance procedures. In all cases, the right of a non-smoker to protect his or her health will take precedence over an employee's desire to smoke in contravention of this policy.
- C. **Drugs and Alcohol:** The District's policy covering drug and alcohol use and possession by District employees may be set forth in a separate chapter of the District's policies and procedures entitled "Drug Free Workplace."

## VIII. ETHICS

- A. **Application of the Utah Public Officers' and Employees' Ethics Act:** The requirements of the Utah Public Officers' and Employees' Ethics Act, (Utah Code Ann. §§ 67-16-1 *et seq.*, as amended or replaced from time to time) (sometimes referenced in this Section as the "Act") are applicable to the employees and Trustees of the District. The definitions included in the Act are incorporated into this Section VIII by reference.
- B. **Protection of Information:** No employee or Board member of the District may accept employment or engage in any business of professional activity that might be reasonably expected to require or induce the employee or Board member to improperly disclose controlled information gained by reason of the employee's or Board member's official position with the District; improperly disclose or improperly use controlled, private or protected information acquired by reason of the employee's or Board member's official position or in the course of official duties; or use or attempt to use the employee's or Board member's official position to substantially further the employee's or Board member's personal economic interest; secure special privileges or exemptions for the employee or Board member or any other person; or accept other employment that might be expected to impair the independence of judgment or interfere with the ethical performance of the employee's or Board member's public duties.
- C. **Gratuities:** Acceptance of gratuities, whether in the form of a gift, compensation or a loan, may cloud the ethical judgment of an employee or Board member and violate the Act. District employees and Board members will not seek or accept gratuities except under circumstances allowed by the Act such as proper political campaign contributions, bona fide loans made in the ordinary course of business, public awards or an occasional non-pecuniary gift having a value of \$50.00 or less.
- D. **Conflicts of Interest:** No employee or Board member of the District may invest in any business entity which will create a substantial conflict between the private interests and public duties of the employee or Board member.
- E. **Penalties:** Any employee or Board member of the District who knowingly or intentionally violates the Act may be dismissed from employment or removed from office and may also face criminal penalties as provided in Utah Code Ann. § 67-16-12. In addition, the District may rescind or void a contract entered into in violation of the Act without retrieving the consideration received by the District as provided in Utah Code Ann. § 67-16-14.

## **IX. REDUCTIONS IN FORCE**

- A. Layoffs:** Whenever it is necessary to reduce the number of employees because of lack of work or lack of budgeted funds, the District, wherever feasible, will attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas. When layoffs do become necessary, however, management will explain the situation to the District's employees, advising them of the possibility that layoffs or discharges may be necessary.
- B. Guidelines:** In selecting employees for a reduction in force, the following guidelines will be considered (in no particular order of importance):
- The ability of each employee in the affected department or work area to perform his or her work assignments.
  - Seniority should govern the selection when ability is equal, with the more senior employee being retained.
  - Consideration should be given to the most recent performance evaluation.
- C. Notification:** When a reduction in force becomes necessary, a written notification will be issued to all affected employees containing the following information: a statement of the reason for the layoff, the anticipated date of the layoff, and any available options regarding employee placement in another position with the District.

## **X. GRIEVANCE AND APPEAL PROCEDURE**

- A. Communication of Grievances:** It is the policy of the District to insure that all employees have a right to voice their grievances in a safe and fair atmosphere. Open communication between management and employees in resolving disputes is encouraged. Employees should feel free to discuss any work related problems with their supervisors. Any employee having a problem or concern should discuss it with the direct-line supervisor as soon as possible. It is only by hearing about problems and talking with affected employees that supervisors can help resolve any difficulties or differences. All complaints will receive full and thorough consideration. All employees who feel they have been treated unfairly or that an unsatisfactory condition exists should bring their concerns to the attention of the District through the Grievance Procedure outlined in this Section 2.1.11. If employees would rather not approach their immediate supervisors, or if the problem is not addressed adequately by the immediate supervisor, the grievance may be discussed with the General Manager, once the employee has notified the direct-line supervisor of that intent. If sexual harassment or other misconduct by the supervisor is alleged, the employee may discuss it with the General Manager, or with any other supervisor, without notifying the direct line supervisor.. If an employee's problem or complaint is still unresolved after talking with the supervisor and/or the General Manager, the employee may use the Grievance Procedure, outlined below.

B. **Grievances:** A grievance is a complaint to a supervisor concerning a working condition or personal circumstance, an employee's rights under the Personnel Policy, wages, seemingly unfair or unequal treatment or discipline, or other problems related to employment which has caused or may cause an employee an injury, injustice, or wrong.

C. **Policy:** Any merit employee has a right to a fair hearing to solve work related problems, misunderstandings or grievances that cannot be resolved within the normal chain of command. In addition, all employees, regardless of their status, may bring complaints of harassment or discrimination under the Grievance Procedure.

D. **Writing Required:** All formal grievances must be made in writing on the grievance form available from the District office, with a copy forwarded to the General Manager. The grievance form should clearly state the reason for the grievance, the people directly involved, and a desired solution to the problem.

E. **Procedure--No Discharge or Transfer:** The grievance procedure for any grievance not involving a discharge or transfer includes the following steps:

Step 1. Submit the grievance in writing to your immediate supervisor and to the General Manager within five (5) working days after the occurrence of the event giving rise to the grievance.

Step 2. Within five (5) working days after receiving your grievance, your supervisor will invite you to discuss the problem and give you a decision concerning resolving the grievance.

Step 3. If no satisfactory agreement is reached and it is necessary to carry the grievance further, within five (5) days after receiving the supervisor's decision, the employee(s) shall request the assistance of the Manager in policy clarification, resolving misunderstandings, and recommending solutions. A grievance will be considered settled if this does not occur.

Step 4. The General Manager will (a) attempt to resolve the grievance on an informal basis or (b) make arrangements for the appeal to be heard by the District Board of Trustees. Any decision of the Manager under (a) of this Step 4 shall be final and cannot be appealed to the Board without the concurrence of the General Manager.

F. **Procedure--Discharge or Transfer:** The procedure for appealing a discharge or transfer includes the following steps:

Step 1. File a written notice of your appeal with the General Manager within ten

(10) days of the action of your supervisor.

Step 2. The General Manager will begin an investigation, take and receive evidence, and fully hear and determine the matter relating to the discharge or transfer or the grievance being appealed. You are entitled to appear in person, to be represented by legal counsel, and to examine the

evidence being considered by the General Manager.

Step 3. If the General Manager upholds the discharge or transfer, the case will be closed or, within fourteen (14) days, may be appealed to the District Board by filing a written notice with the General Manager.

Step 4. The Board will hear the appeal within forty-five (45) days after the filing of the notice of appeal. The affected employee will be notified of the date, time and location of the hearing at least fifteen (15) days prior to the hearing. The Board may, in its discretion, consider evidence or merely review the evidence considered by the General Manager. The affected employee may appear at the hearing in person, be represented by legal counsel, and fully participate in the hearing. The decision of the Board shall be final.

- G. Retaliation Prohibited:** No employee will be subject to retaliation, in any form, for using the District's Grievance Procedure or for filing a complaint, testifying or exercising or attempting to exercise any right under any applicable federal or state statute or rule.

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## **XI. EMPLOYEE REFERENCES**

Pursuant to UTAH CODE ANN.§ 34-42-1, the District may in good faith provide information about the job performance, professional conduct, or evaluation of a former or current employee to a prospective employer at the request of the prospective employer Without being civilly liable for the disclosure or consequences of providing the information. Notwithstanding that statutory protection, however, the District may decline to respond to an inquiry from a prospective employer unless the employee or former employee of the District who is the subject of the inquiry requests in writing that the District provide the requested information.

## **XII. REIMBURSABLE EXPENSES**

- A. Reimbursements:** With prior approval of the supervisor or General Manager, legitimate expenses will be reimbursed to employees. Unless just
- B.** cause appears, and the supervisor or General Manager waives the requirement. receipts will be required to reimburse employees for work-related expenses. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. The District will maintain records reflecting reimbursements received by each employee.
- C. Educational Training:** It is the intention of the District to help employees improve their job skills. The District will reimburse employees for expenses incurred for education when the following requirements are met:
1. The class work is directly related to the employee's current job or position or will otherwise provide tangible present or future value to the District. (General education classes, for example, are not eligible for reimbursement except as required as part of a course pursuing an approved degree.)
  2. The class has been approved by the employee's supervisor and the General Manager. A form can be obtained from supervisors or from the General Manager, which must be completed and returned prior to the beginning of class work.
  3. The employee has receipts showing the cost for tuition and books.
  4. The employee has proof of successful completion of the course -- a "C" grade, a "pass," or better. In a course where grades are given, no reimbursement will be given if the grade earned is lower than a "C", or its equivalent. If the grade is at least a "C", or its equivalent, but not more than a "B", or its equivalent, a 50% reimbursement will be provided. A 100% reimbursement will be made only if the grade is a "B", or its equivalent, or better.
  5. The employee is a full-time District employee at the time the course or training is completed.

6. Tuition and books are the only items normally eligible for reimbursement. Other costs may be approved and reimbursed when the District sends an employee to a special course required for the employee's job.
  7. In the event that class work is attended during an employee's normal shift responsibility, that responsibility must be "covered" by someone else of comparable skills without the cost of the overtime to the District. The employee is to make these shift-change arrangements with the approval of the supervisor.
  8. Upon an employee voluntarily terminating employment, subject to Section C immediately below, any education reimbursement payments which have been made to the employee during the previous one-year period will be deducted from the employee's last paycheck or shall otherwise be returned to the District by the employee.
- D. **At the Request of the District:** Notwithstanding the foregoing, in the event that the District asks an employee to attend a class or workshop, the cost will be paid by the District and will not be subject to repayment on the termination of employment.
- E. **Required Licenses and Certifications:** The District will pay for or reimburse expenses incurred by employees for obtaining or renewing licenses and certifications (except regular driver's licenses) which are required by law or which will, in the opinion of the General Manager, provide value to the District.

### **XIII. ON-THE-JOB TRAINING**

- A. **Training:** Employees are to be given appropriate training for the jobs which they are to do. In most cases this training will be given by the direct-line supervisor or another designated and qualified employee.
- B. **Purpose:** The purpose of this instruction is to provide the information and develop the skills necessary to enable each employee to perform the assigned work. Employees are encouraged to request from their supervisors more instruction when they feel it will benefit their work.
- C. **Attendance Required:** Employees are expected to attend all training and safety meetings as requested by any supervisor.

### **XIV. PAYROLL ADMINISTRATION**

- A. **Pay Periods:** Unless an exception is granted by the Department of Labor, as required by the Fair Labor Standards Act, wages are to be calculated on a weekly basis and are to be paid at least twice monthly.
- B. **Advance Payments:** No employee shall receive a payment of his wages in advance of the normal payment date except upon the approval of the General Manager or upon the termination of such employee's employment with the District. An employee shall receive all of his or her earned wages, minus allowable deductions, on the next regularly scheduled employee payment date,



in the event of a voluntary termination, or within 24 hours after the termination of employment, in the event of an involuntary termination.

- C. Payroll Withholding:** The District is required by law to deduct from an employee's paycheck appropriate amounts for social security, federal income taxes and state income taxes. With specific written instructions from an employee, or as otherwise required by state law or judicial proceeding, the District will make deposits and special payments through payroll withholding. Garnishment of an employee's wages as a consequence of judicial proceedings (as, for example, for child support) shall not adversely affect the employee's employment status with the District unless it reasonably appears that the employee is not honoring his or her lawful debts and the conduct is detrimental either to the District or to the employee's ability to properly fulfill work assignments. Garnishments of an employee's wages as a consequence of not honoring lawful debts is not looked upon favorably by the District. The District encourages employees to honor all debts so as to avoid garnishment of wages.
- D. Prohibited Payroll Deductions:** The District may not make any payroll deductions from the wages of its employees for political purposes, as described in UTAH CODE ANN.§ 34- 32-1.1
- E. Financial Institutions:** District employees may participate in payroll deduction programs with any approved credit union or bank. For information on credit union or bank participation, enrollment cards and deduction forms, employees may contact the General Manager or other designated person.
- F. On Call Compensation:** Any employee working as The On Call Employee to handle emergency calls at night and on weekends, and who is restricted from traveling more than 1 hour from the District during the On Call Period, will receive compensation of \$18.00 per day.
- G. Overtime Compensation:** Any non-salaried employee who is required to work more than forty hours during any work week shall be paid for all hours in excess of forty at the rate of one and one-half times the regular rate at which the employee is employed or, at the General Manager's election, shall receive compensatory time off at the rate of one and one-half hours for each hour of employment for which overtime compensation would otherwise be required by the Fair Labor Standards Act or any other applicable law.
- 1. Compensatory Time:** This Section G. serves as an agreement or understanding between the District and all non-salaried employees performing work after the effective date of adoption of the Personnel Policy. All non-salaried employees will be given a notice or memorandum concerning this Section F. within a reasonable time after the effective date of the Policy and all new employees hired thereafter shall be deemed, by virtue of having accepted employment with the District, to have agreed to the requirements of this Section. In lieu of overtime compensation, qualifying employees may receive compensatory time off at the rate of one

and one-half hours for each hour of employment for which overtime compensation would otherwise be required, in the sole discretion of the General Manager. Up to **40** hours of compensatory time may be accumulated. Any employee who has accrued **40** hours of compensatory time shall be paid overtime compensation for additional overtime hours worked. An employee shall be permitted to use accrued compensatory time off within a reasonable period after requesting its use, provided that the use of the compensatory time does not unduly disrupt the operations of the District.

- 2. Termination of Employment:** An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate which is equal to the higher of (i) the average regular rate received by the employee during the last three years of employment or (ii) the final regular rate received by the employee.
- 3. Part-Time Employment:** Employees of the District may undertake, on an occasional or sporadic basis, and solely at the employee's option, part-time employment with the District in a different capacity from any capacity in which the employee is regularly employed. For example, employees may agree to "change out" water meters on their "own time" at either an hourly or a per meter rate. The hours an employee is employed on such a "part-time" basis shall be excluded in the calculation of the hours for which the employee is entitled to overtime compensation or accrued compensatory time off under Section XIV.
- 4. Substituting for Another Employee:** An employee may, with the approval of all affected supervisors and solely at the option of the employee, agree to substitute during scheduled work hours for another employee. The hours worked by an employee as a substitute for another employee shall be excluded from the calculation of the hours for which the substituting employee is entitled to overtime compensation or compensatory time off.

## **XV. Benefits: Health Insurance and Retirement**

- A. Insurance Benefits:** Medical, Dental, Accident, and Life Insurance is provided as a benefit to full-time employees with employees possibly paying part of the premium cost. The extent and areas of insurance coverage may be expanded or reduced or otherwise adjusted from time to time by the Board.
  - 1. Medical and Dental** JWID will pay 100% of the costs of Medical and Dental Benefits. Employees with other health insurance such as from a spouse or previous employment will be able to waive medical and dental benefits and receive an Opt Out Cash Benefit. The amount received will be a set amount determined by the board that is equal for all employees and will be subject to all applicable state and federal taxes.
  - 2. Accident Benefit** Each employee will be covered with a Workers Compensation Policy.

3. **Life Insurance** Johnson Water Improvement District provides Each employee and board member with a \$25,000 basic term life insurance policy. Additional insurance is available at the employee's expense.
4. **Fitness Center Membership** JWID will provide a \$25.00/month membership to UFITNESS Therapy & Gym to each full-time employee as long as it is used at least 8 times per month.

A complete description of these policies will be provided to each employee upon request. Questions regarding these programs should be directed to the General Manager or the General Manager's designee.

- B. **Retirement Benefits** In addition to **Social Security** payments made by the District and by the Employee, the District also contributes to a **SEP IRA** for each employee in a certain percentage of the employees total pay.(currently 12 per cent) By law the percentage contributed is the same for all employees. Each employee is responsible for the type of fund where their SEP IRA is invested. These funds are invested by District personnel each pay period through the financial firm chosen by the District. The percent paid by the District is determined by the Board of Directors and can be up to 25 percent of each employees pay.
- C. **Work-Related Accidents - Worker's Compensation Insurance:** Work-related accidents are covered by the workers compensation insurance. Premiums for this coverage are paid by the District. Employees are to report any work-related accidents to their supervisors as soon as possible and submit a written initial injury report to the supervisor as soon as possible, who will forward it to the General Manager. In the event that an employee is unable to complete the report, the supervisor is to complete it.
- D. **Worker's Compensation Insurance Payments:** If a claim is approved by the Industrial Commission, the employee's medical costs and compensation will be paid by the worker's compensation insurance in accordance with the State policy. Since the District pays the total cost of worker's compensation insurance, an employee cannot draw sick leave pay while eligible for worker's compensation insurance payments.
- E. **Sick Leave and Annual Leave:** The period of time an injured employee is off work and is waiting to qualify for worker's compensation insurance payments will be charged to sick leave or vacation leave as selected by the employee. However, during the period an employee is eligible and receiving compensation from worker's compensation insurance, no sick leave or annual leave will be paid by the District.
- F. **Coverage After Third Day:** If an employee is absent for three (3) days or less, the worker's compensation insurance does not pay for time missed from work. However, if an employee has an approved claim and is off work for more than

three (3) days, coverage begins after the third day. If this occurs and if the employee received sick leave pay for the first three (3) days off work, he/she will be required to reimburse to the District (i) the amount the worker's compensation insurance paid and the records will then reflect that sick leave or vacation leave was used, or (ii) three day's salary from the District medical leave.

- G. Termination Notice:** Upon termination from the District, an employee will be given a termination notice which will state the dates of employment and the reason for the separation. Upon termination, under certain circumstances, an employee may be eligible to receive unemployment payments, in accordance with guidelines established by the State of Utah.

## **XVI. HOLIDAYS AND LEAVES**

- A. Recognized Holidays:** Each full-time employee will be granted a total of thirteen (13) paid holidays a year in accordance with the following schedule:

New Years Day  
Martin Luther King Jr  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Pioneer Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day

- 1. Preference Holidays:** In addition to these scheduled holidays, employees are entitled to two preference holidays, which can be scheduled to meet their individual preferences or needs. These two days must be scheduled with the employee's supervisor well in advance and must be approved by the supervisor. Preference holidays must be used within the calendar year earned or the days

will be forfeited.

2. **Holidays Falling on Weekends:** Generally, a designated holiday falling on Saturday is observed the preceding Friday, and a designated holiday falling on Sunday is observed the following Monday. However, an alternate arrangement may be prescribed at the discretion of the manager
3. **Annual Publication of Holidays:** At the beginning of each year, the Manager will publish a list of the observed holidays for that year.
4. **Holiday Pay:** All eligible employees need not come to work on the day on which a holiday is observed but will receive a full day's pay for that day. If an employee must work on the observed holiday because of an emergency or for any other reason, the supervisor will allow the employee to take the paid holiday time on a regular workday as soon as it is convenient after the observed holiday or be paid one and one-half times the employee's hourly rate for the time worked, at the District's option.
5. **No Holiday Carry Forward:** All holidays must be used as provided herein or the benefit will be lost. No unused holidays may be carried forward to the next year.
6. **Eligibility:** In most instances, to be eligible for holiday pay, an employee must report for work on the scheduled workdays immediately preceding and following an observed holiday. However, an exception may be made if, in the opinion of management, the absence is for a legitimate reason. A day of vacation, or any other excused and paid day off, is considered as a day worked for purposes of holiday eligibility.
7. **Sick Leave:** When an observed holiday falls within an absence due to illness and the employee is being paid under one of the District's sick leave plans, the day shall be treated as a paid observed holiday not as a sick leave day.
8. **Vacation Period:** When an observed holiday falls on a regular working day within an employee's vacation (personal leave) period, that day shall not be counted as a vacation (personal leave) day, but as a paid observed holiday.
9. **Unpaid Leave of Absence:** An employee on an unpaid leave of absence is not eligible for holiday pay.
10. **Part Time Employees:** For qualified part time employees who work at least 20 hours per week, holiday time will be equivalent to 5 hours for each holiday on which the District's offices are officially closed.

**B. Religious Observances:** Time off for religious observances, except as provided

under "Holidays," will be governed by the practices for personal absences as provided in Section XVIIE.

C. **Funerals:** Employees will be allowed time off with pay to attend funerals and/or to make funeral arrangements in accordance with the following guidelines:

- Death of employee's spouse: Maximum of five (5) days.
- Death of employee's child: Maximum of five (5) days.
- Death in the immediate family: Maximum of three days. (The immediate family means the employee's father, mother, father-in-law, mother-in-law, brother, sister, grandparents, son-in-law, daughter-in-law or grandchild.)
- Death in the close family: Maximum of one (1) day. (The close family means an employee's aunt, an uncle, a first cousin, or a brother-in-law or sister-in-law.)
- Other funeral leave limited to a total of eight (8) hours per year.
- Advance Arrangements: Funeral leave must be scheduled in advance with the direct-line supervisor.
- Proof of Entitlement: An employee may be required to give evidence of a death and his or her relationship to the deceased before any leave time is paid. Additional time off can be scheduled with the direct-line supervisor in accordance with the leave policy.

D. **Judicial Proceedings:** The District recognizes the duty of employees to serve on juries or as witnesses within the judicial system. When an employee is summoned to serve on a jury or is required by subpoena to appear as a witness in a case where the employee is not a plaintiff or a defendant, unless the employee elects to keep the compensation received for jury service or the witness fee, as appropriate, the individual will be paid his/her full salary during that period in which he/she would normally work.

1. **Jury Duty:** Jury duty leave only covers time lost during regular working hours and does not cover jury time after hours, on weekends or for time the employee would normally be scheduled off. An employee is expected to report to work before and/or after jury duty/appearing as a witness when possible in the normal working day. An employee on jury duty or called as a witness will be expected to work as much of the regularly-scheduled shift as the jury duty/witness schedule permits, to the extent that combined time on jury duty and at work does not exceed eight (8) hours on a given day.
2. **Employee Election Regarding Payment:** The employee shall have the option of either accepting compensation for service on the jury (or as a witness) or of receiving his or her regular pay for the period of jury and/or witness service but not both. If the employee elects to receive his or her regular pay from the District, any fees or compensation received by the employee for time missed from his/her regular working schedule for service rendered as a juror or witness must be turned in to the District as partial

compensation for being paid by the District during jury service. Payment for jury duty or serving as a witness which does not conflict with an employee's regular working schedule and compensation for mileage is not to be turned in to the District.

3. **No Leave if a Party to the Litigation:** Jury duty/witness leave does not apply when an employee appears in court on his own behalf (i.e., paying traffic fines or as an interested party to a lawsuit).
4. **Notification of Supervisor:** An employee who receives notice of jury duty must notify the employee's supervisor as soon as possible so arrangements can be made to cover the position. If an employee holds a position essential to the operation of the District or in the event that the employee's absence from work over a prolonged period of time would cause a hardship on the District, the supervisor will notify the General Manager who may ask the court to excuse the employee from serving. If such relief is not granted by the court, the policy outlined herein will remain in effect.

- E. **Unpaid Leave:** Under certain conditions, an employee may be granted unpaid time off from work for medical disability or for military summer camp service, or which for other

reasons deemed justifiable in the opinion of the District Board, which is considered an unpaid leave of absence. These necessary and valid reasons for absence will not result in termination of an employee's credit service. Unless an employee has prior written approval, the employee should not work for pay for another employer during a leave of absence. If such work is required, it must be clearly stated in the leave request. Otherwise, the District may consider the employee as having resigned from employment.

1. **Personal Leave:** An absence of more than accrued leave time for personal reasons will be considered an unpaid personal leave of absence. A request for a personal leave of absence must be made in writing to an employee's supervisor and the General Manager thirty (30) days in advance of the requested starting date. This requirement may be waived when circumstances do not permit such advance notice. The General Manager may approve personal leave of absence for up to twenty working days. Any personal leave of absence which is reasonably expected to be for a period of more than twenty working days must be approved by the Board.

- F. **Unpaid Medical Leave:** Any absence in excess of accumulated sick leave under Section XVI-I. due to personal illness, injury, or maternity will be recorded as an unpaid medical leave of absence. The District will continue to pay insurance and retirement premiums during a medical leave of absence for a period of up to three months. Other benefits which may be due to the employee, such as sick leave and vacation, will not be accrued. In the event that the need for the medical leave of absence is resolved and the employee does not return to full-time employment with the District within three months after the start of the medical leave of absence, the employee will be required to repay to the District the insurance and retirement premiums paid during the period of absence.

**G. Maternity Leave:** The District's leave of absence policy governs maternity leave, with further clarification as herein stated.

1. **Length:** Under normal conditions, maternity leave without pay will be granted to permanent employees for a period of up to four months, based on the date of departure. Pregnant employees are allowed to work as long as their health permits, with approval of their physicians. All leave granted will expire three months following the date of delivery unless extended in the discretion of the General Manager. A maternity leave will not be extended unless supported by a doctor's certificate. A written statement from the attending physician indicating the anticipated delivery date will be required so that proper departure and return-to-work dates may be arranged.
2. **Other Employment Prohibited:** An employee may not accept other employment while on a maternity leave of absence. Otherwise, the District will be entitled to consider that the individual has resigned from District employment effective as of the first day of maternity leave taken by the employee.
3. **Medical Clearance:** At the time of reinstatement following a maternity leave of absence, an employee must present medical clearance from the attending physician to the Manager.
4. **Availability of Position:** Every effort will be made to place employees in their former positions or equivalent positions, depending on the availability of such positions, upon their return to work after maternity leave.

**H. Armed Forces Service:** Employees drafted into full-time service in the armed forces of the United States will be granted a leave without pay for the duration of military service and will have the following reinstatement rights:

- The individual will be given priority for the first available position for which qualified after the person is available to return to work. A reservist/national guard member who is called up to active duty will fall under the provisions of this section of the policy.
- The present position will not be held open while the employee is on leave.
- The employee must apply for reinstatement in writing with the Manager within thirty (30) days after discharge.

**I. Unpaid Leave:** Except as otherwise provided in this Section H., all allowances given to employees for leaves of absence as provided in Section XVI E. apply similarly to those taking military leave.

**J. Temporary Employees:** The foregoing rights do not apply to temporary employees.

**K. Sick Leave:** Sick leave is leave with pay granted to an employee who is suffering a disability or illness which prevents the employee from performing his or her



usual duties and responsibilities or who requires leave for medical, dental, or optical consultation or treatment. Sick leave is for personal illness, treatment, or hospitalization only. It is NOT to be used for an illness of a family member. It is NOT additional vacation time.

1. **Accumulation:** Sick leave with pay starts accumulating from the day an employee is hired at the rate of .5 working days per pay period. This amounts to twelve days per year. Every December, one-fourth of their unused sick leave hours accumulated that year will be deposited into the employee's personal retirement savings plan such as a 401K, or IRA (Accounting for sick leave is on the "LIFO" method -- "last in, first out," i.e., the current year's earned leave is the first to be charged to leave used.) The remaining three-fourths will be added to the unused sick leave accumulated from previous years.
2. **Sick Leave Carryover.** Carryover of sick leave will be allowed into the next calendar year. Three hundred (300) hours is the maximum allowable limit of carryover hours. Any hours accrued over 300 will require rollover into a personal retirement savings plan such as a 401K, 457, or IRA. The office manager will work with the employee to coordinate the rollover.
3. **Sick Leave Cash Out Provisions**

**Benefit Upon Retirement:** At the time of termination all remaining sick leave hours will be rolled over to their personal retirement account at the regular hourly rate of pay.

**Termination of Employment:** Employees who resign from the District with ten (10) days' written notice will be paid at the time of termination all remaining sick leave hours to be rolled over to their personal retirement account at the regular hourly rate of pay.

**Termination for Cause.** An employee who is terminated from employment for theft from the district will lose all future benefits of sick leave.
4. **Physician's Statement:** A physician's statement may be requested, at the discretion of an employee's supervisor or the General Manager, in the event that the employee requests sick leave. A physician's statement, releasing the employee to return to work, is required after surgery or a serious accident.

## **PERSONAL LEAVE**

- L. **Overview:** There are 24 pay periods in a calendar year. Personal leave, which is sometimes referred to as "vacation", time accumulates on an hourly basis during each pay period. Unless a different arrangement is agreed to in writing by the District and the employee, personal leave time begins accruing the day an employee is hired. Without advance approval by the General Manager, however, leave cannot be taken until the initial probationary period is successfully completed.

**M. Permanent Full-Time Employees:** Personal leave time for permanent full time employees accumulates as follows:

1. **First Five Years:** During the first five years of employment, personal leave time accumulates at the rate of 80 hours per year.
2. **Five to Ten Years:** After five years of continuous full-time employment with the District, personal leave time accumulates at the rate of 120 hours per year.
3. **After Ten Years:** After ten years of continuous full-time employment with the District, personal leave time accumulates at the rate of 160 hours per year.
4. **After Fifteen Years:** After fifteen years of continuous full-time employment with the District, personal leave time accumulates at the rate of 180 hours per year.
5. **After Twenty Years:** After twenty years of continuous full-time employment with the District, personal leave time accumulates at the rate of 200 hours per year.

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**N. Permanent Part-Time and Job Sharing Employees:** Personal leave time will accrue for permanent, part-time employees of the District who regularly work at least 20 hours per week based on their years of service with the District.

1. **First Five years:** In the first five years of employment, personal leave time accumulates at the rate of **40** hours per year.
2. **Five to Ten Years:** After five years of continuous employment with the District, personal leave times accumulates at the rate of **80** hours per year.
3. **After Ten Years:** After ten years of continuous employment with the District, personal leave time accumulates at the rate of **100** hours per year.
4. **After Fifteen Years:** After fifteen years of continuous employment with the District, personal leave time accumulates at the rate of **120** hours per year.
5. **After Twenty Years:** After twenty years of continuous employment with the District, personal leave time accumulates at the rate of **140** hours per year.

**O. Scheduling:** Vacation leave should be scheduled well in advance with the employee's supervisor.

**P. Termination of Employment:** Employees who resign or are terminated will receive payment for vacation time accumulated but not yet taken.

**Q. Timing of Vacation:** An employee may take personal leave as it is earned; however, the District suggests that each employee take a block of at least forty hours of personal leave at some time during the year.

**R. Vacation - Carry Forward:** A maximum of **120 hours** of personal leave may be carried forward from one year to the next. As an inducement to employees to use personal leave, unused personal leave above the permissible carry forward will be lost to the employee.

## **XVII. JOB CLASSIFICATIONS**

- A. Definitions:** The District will classify all employees other than the General Manager in accordance with the following definitions:
- 1. Regular:** An employee hired to work more than 30 hours per week on a regular basis in an established job.
  - 2. Part-time:** Employment in an established job requiring not more than 30 hours per week.
  - 3. Temporary:** Employment in a job established for a specific period of time or for the duration of a specific project or group of assignments. A temporary employee may work full-time or part-time with the understanding that the employment will be terminated at the conclusion of a specific time or at the completion of a specific project.
  - 4. Probationary:** An employee who is in the initial probationary period or who, because of poor performance or a problem, has been placed on probation.
  - 5. Merit Employee:** A regular employee who has completed the probationary period and is in good standing with the District.
  - 6.** The District's General Manager, and any other employees as provided in the Bylaws of the District, serves at the will of the Board of Trustees.
- B. Pay Grades:** Each full-time position has been or will be assigned a grade that corresponds to the type of work being done and the skills and training required by the job. The employee's pay is determined by the grade assigned to the position held by the employee and the employee's advancement within the assigned salary range. Grade charts will be available as they are approved by the Board.
- C. Market Surveys:** In the discretion of the General Manager, periodic market surveys may be obtained and used in recommending adjustments to the salary range for particular job classifications and the salary, within the approved range, for particular employees.
- D. Exempt Employees:** As allowed by the Fair Labor Standards Act (sometimes referred to in this Section as the "Act"), the District may classify as "exempt" executive, administrative and professional employees such as the General Manager, Assistant Manager, and the Engineer. To be classified as exempt, an employee must meet the minimum salary requirements of the Act and meet the following additional requirements:
- 1.** An exempt executive employee must manage the District or a department or subdivision of the District, spend at least eighty percent of his or her time engaged in management activities and direct the work of two or more other employees. In addition to meeting those requirements, a working foreman must not spend more than twenty percent of the work week performing work similar to the work of the employees being supervised unless that work is for

instructional purposes.

2. An exempt administrative employee must spend at least eighty percent of the time working directly with management policies in non manual work or in the regular assistance of an executive. An administrative employee who devotes more than twenty percent of a work week to work other than that described in the immediately preceding sentence will not qualify for exempt status.
  3. An exempt professional employee must be involved in work that requires advanced education and the consistent exercise of discretion, must spend at least eighty percent of the work week engaged in professional activities, and cannot be a "manual laborer".
- E. Reclassification:** A job may be reclassified and assigned a different grade and salary range upon a significant content change in the job description. For example, a particular secretarial position may require new computer skills, which in and of themselves constitute another job. The reclassification may require new skills or responsibilities, causing the employee to move higher in the salary range or to move to another salary grade and range, or may be downgraded with reduced skills or responsibilities, in which event the employee may be "redlined" (ineligible to receive merit or other pay increases) until, with the passage of time, the employee's actual salary is in equilibrium with the grade and range properly applicable to the job. With the exception of "redlining" to avoid imposing a salary reduction on an employee, the District may not arbitrarily place employees in any particular salary range. Employees must be placed in salary grades and ranges according to predetermined categories and receive the wages established within that range.

## **XVIII. RECRUITING**

- A. Job Descriptions:** Before an applicant may be hired or an employee may be promoted to a new or revised position, a job description must be prepared and the position must be evaluated, approved and placed in a salary group as provided in Section XVIII B. A job description is a description of the general duties, responsibilities, skills, degrees required and other qualifications necessary to adequately perform a particular job.
- B. Hiring Rates:** Hiring rates for new employees shall be determined and shall not be less than the minimum rate already established for a job. The rate should also not exceed the top of the salary range for the applicable grade unless the applicant has qualifications which clearly exceed those in the job description, in which case a new grade and salary range should be established.
- C. Internal Promotions:** Promotion for an employee is usually an advancement from a position in one salary grade to another salary grade. It is District policy to give first consideration to current District employees to fill job vacancies. In order to be eligible to apply for a posted position, a current employee must meet the minimum hiring specifications for the position and be in good standing in terms of his or her work record. The District may also consider the employee's character, general competence (past performance), and ability to work and relate with co-workers when considering him or her for a promotion.
- 1. Announcement:** To give existing employees first priority at position openings, an announcement of a job opening is to be posted in at least one location selected by the General Manager that is accessible to all qualified employees for at least five working days before the announcement is made to external sources, unless the General Manager determines either that there are no qualified employees or that there are other sufficient reasons why the announcement should immediately be made to external sources.
  - 2. Application:** Any employee, regardless of classification, who is interested in a job opening must so notify the General Manager or other person designated in the announcement within the time specified in the announcement. Any employee who has applied for a similar or related position previously may be contacted and considered for a job opening whether or not that employee has made specific application for the current job opening.
  - 3. Review:** Only after reviewing applications from current employees and determining that there are either no qualified candidates or an inadequate number of qualified applicants will outside applicants generally be considered for employment.
  - 4. Offer:** Any employee offered a vacant position shall have the right either to accept that offer or retain the employee's current employment position unless the current position is being eliminated as part of a reduction in force or other restructuring or reorganization.

- D. Job Advertising:** All announcements and employment advertisements shall comply with equal employment opportunity requirements. All such notices must specify the person from whom applications are to be obtained, the person to whom completed applications are to be returned, and the deadline for filing an application and should contain a statement indicating that the District is an equal opportunity employer. Generally, the District will rely upon the Department of Workforce Services when seeking to fill a vacancy from external sources. In such cases, delivery of the job announcement to the Department of Workforce Services will be sufficient advertising of the vacancy and the employment selection may be made from those candidates referred by the Department of Workforce Services (as well as from current employees and others who have applied for the position). When the Department of Workforce Services is not used to identify candidates, the external job announcement may be advertised in a newspaper published and/or distributed in Duchesne and Uintah County, as selected by the General Manager or on a related industry website or other job search website. When the Department of Workforce Services is used as part of the recruiting process, the General Manager may, but shall not be required to, also advertise the vacancy in a newspaper, or on a related industry website or other job search website.
- E. Employment Agencies and Search Consultants:** The District may use private employment agencies and search consultants if a qualified candidate is not attracted following the procedures of Sections 2.1.20.C.2. and 2.1.20.C.3. above.
- F. Hiring:** All job applicants shall complete such application forms as required by the General Manager and may be required to take the General Aptitude Test Battery administered by the Department of Workforce Services. Applicants may be required to take other ability tests which the General Manager deems necessary for a specific position. In conducting ability tests, reasonable accommodations shall be made for disabled applicants.
- G. Interviews:** The General Manager or one or more supervisory employees designated by the General Manager shall select an interview pool from those applicants who have passed the preliminary job application form screening and any ability tests that have been administered. During the interview, each applicant will be asked only questions pertaining to the applicant's background, experience, training, education and qualifications for the job. References will be contacted only **with written permission** from the applicant. If references are contacted, to the extent practical, an equal number of references will be contacted for each applicant giving permission for the contact.
- H. Notification Procedures:** Before a person is offered a position, the offer must be evaluated by the General Manager and the direct-line supervisor and, unless prior approval has already been obtained from the Board, or the Board has delegated such approval, the job offer must be approved by the Board of Trustees. The job offer must include the basic conditions of employment. If the offer is extended verbally, a follow-up written offer must be delivered to the

applicant within a reasonable time after the verbal offer has been extended. The written offer must be signed by the applicant before the applicant may assume duties as a District employee. The written job offer shall clearly state the job description and salary conditions of employment and that the offer is not final until the candidate signs and returns the written offer letter. The offer letter should also include the job title; the name of the supervisor; a statement that the job description, job title and identity of the supervisor may change over time; the starting date; disclosure of the probationary period (generally six months) during which the employee may be terminated for no cause and without explanation; and any contingencies or conditions to the job offer (such as passing a background examination, drug tests, medical or physical examinations, etc.). Once the written offer has been signed by the candidate, the offer is final. The original of the final offer is to be maintained by the District as part of its personnel files, with a copy to be given to the new employee.

- I. **Notification of Closing:** All recruiting sources used in the recruiting process, including the Department of Workforce Services, should be notified of the closing of the job opening.
- J. **Orientation:** Each newly hired employee shall complete necessary paperwork and receive orientation as a new employee of the District on the first day of work.
- K. **Immigration Reform and Control Act of 1986:** In accordance with the Immigration Reform and Control Act of 1986, all new employees must provide proof of identity and employment status by completing an employment eligibility verification form as required by the U.S. Department of Justice Immigration and Naturalization Service. The newly hired employee must declare, under penalty of perjury, that he/she is a United States citizen, a lawful permanent resident alien, or an alien otherwise authorized for United States employment.



## **XIX. INITIAL PROBATION**

- A. Probationary Period:** Each new employee will serve a six-month probationary period. During this period, an overall evaluation will be made as to the employee's overall ability to fulfill the assigned position on a permanent basis. During this period, probationary employees may be terminated with or without notice for any or no reason and shall not be eligible for any process in connection with a termination. The probationary period begins on the first day of employment and continues until both (a) the probationary employee has received a satisfactory evaluation and (b) the six-month anniversary of the probationary employee's date of hire passes (unless the probationary period is designated to be either more or less than six months, which time period will be substituted for the standard six month probationary period). The District has an affirmative obligation to evaluate each probationary employee. Should the probationary employee's supervisor, or other authorized management personnel, fail, for any reason, to evaluate the probationary employee prior to the end of the probationary period, such failure to evaluate shall be the equivalent of a satisfactory evaluation. Should a probationary employee receive an unsatisfactory evaluation, the employee may either be terminated or, at the discretion of the General Manger and the employee's direct-line supervisor, the probationary period may be extended until either the employee receives a satisfactory evaluation or the employee's employment is terminated. A satisfactory performance evaluation prior to the end of the probationary period shall not obligate management to a particular course of action relative to the probationary employee nor shall it create any property/due process rights for the probationary employee relative to the employee's employment (the probationary employee may still be terminated with or without notice for any or no reason prior to the end of the probationary period). Whether satisfactory or unsatisfactory, the employee shall have a right to review the evaluation. Management should provide guidance to probationary employees to help them understand work requirements and progress toward regular employment status.
- B. Evaluation:** All factors involved in the employee's ability to make a positive contribution to the District will be considered. This includes productivity, quality of work, punctuality, attendance, ability to learn, initiative, attitude, and conduct, as well as the ability to execute the assigned and anticipated work load. Separation from employment may take place at any time during the probationary period with or without notice, for any or no reason.
- C. Six-Month Evaluation:** At or before the end of the first six months of employment with the District (or other time period specified in lieu of the standard six month probationary period), each employee's work will be evaluated in detail. A satisfactory evaluation will qualify the employee for appointment to merit employment status. If an employee receives an unsatisfactory evaluation after six months or other designated probationary time period, the direct-line supervisor may recommend that the employee be placed on an extended probation or be terminated. If the probationary period is extended, the

employee's supervisor may recommend permanent appointment or dismissal at any time during that extended probationary period. An employee dismissed during a probationary period does not have the right to appeal the termination decision.

- D. Vacation, Sick and Personal Leave:** During an initial probationary period, an employee will accrue sick leave and vacation time in accordance with the leave policy contained herein. However, an employee is not eligible to take vacation, sick, or personal leave while a probationary employee without the express approval of the General Manager.

## **XX. PERFORMANCE REVIEWS**

- A. Purpose of Performance Reviews:** Performance reviews at the end of the initial probationary period and annual evaluations are given to insure quality performance, to provide feedback concerning employee performance, to set work performance goals for the coming year, and to determine eligibility for merit raises. There are special circumstances which may prompt a review in a shorter period.
- B. Unsatisfactory Evaluation:** An unsatisfactory evaluation at or before the end of an employee's initial six-month or other probationary period may be grounds for an extended probation period or for termination.
- C. Satisfactory Evaluation:** An employee who receives a satisfactory evaluation following the initial probation period may be eligible for a merit increase, based on the recommendation of the employee's supervisor.
- D. Evaluations Maintained in Personnel File:** An employee's supervisor will explain each evaluation, after which the employee will be asked to sign a performance evaluation form. The original of the evaluation form will be filed in the employee's personnel file and the employee will receive a copy.

## **XXI. MERIT INCREASES**

- A. Salary Increases Based on Merit:** Merit increases may be given to employees. A merit increase is an in-grade adjustment in salary within the established range which is granted for 1. **increased proficiency** and/or 2. changes in position content which are not sufficient to warrant reclassification to a new grade. 3. Merit increases are not automatic but are subject to the results of an evaluation. 4 A merit increase in salary is based on a **performance evaluation** and is subject to the availability of sufficient budgeted funds.
- B. Performance Evaluations:** Each supervisor shall, at least annually, prepare a written evaluation of each supervised employee. In turn, the General Manager shall, at least annually, prepare a written evaluation of each of the supervisors. **The results of those evaluations may be used in making merit pay decisions, decisions regarding job reclassifications, reductions in force, promotions and other personnel decisions.** Each supervisor will meet individually with each supervised employee, and the General Manager will meet with each supervisor, to review the written evaluation, **and each of the employees will receive a copy of their evaluation.** The supervisor, or General Manager, as appropriate, may, but is not required to, revise the written report based upon the meeting with the employee. Any employee who is not satisfied with the final written evaluation, may discuss the evaluation with the General Manager. **The General Manager will be evaluated annually by the Board of Trustees which evaluation may, but need not, be in writing.**
- C. Re-Evaluation Due to Unsatisfactory Performance:** In the event of an unsatisfactory evaluation or a delay in awarding a merit raise as recommended by an employee's supervisor, a date will be set for the employee's re-evaluation. When a merit raise is subsequently recommended, it will become effective on the first day of the pay period designated by either the General Manager or the Board.
- D. Effective Date of Merit Raises:** Merit raises in connection with annual evaluations will become effective on the date designated by the Board.
- E. Effective Date of Promotions:** Promotions or changes in assignment in grade and step not in connection with an annual evaluation will become effective on the first day of the pay period following the promotion or change in assignment.
- F. Availability of Funds:** Notwithstanding the foregoing, the awarding of all merit increases is subject to the availability of sufficient budgeted funds.

## **XXII. RECORD KEEPING**

The District will maintain those records on its employees, potential employees and former employees as required by applicable federal or state law, rule or regulation and as otherwise deemed appropriate by management. Only relevant job-related information is to be maintained on the District's employees, with such information to be held in confidence subject to provisions and requirements of any "Records Access and Management" chapter of the District's policies and procedures, the Government Records Access and Management Act, and any other applicable statute. An employee may review the employee's own personnel files at the District's administrative office during regular business hours. Each employee is responsible for insuring that personal information contained in the employee's files is current and accurate. Each employee is required to provide updated individual information to the District (such as a change in the number of dependents, marital status, address change, educational degree obtained, etc.) periodically as those changes occur. The District will update its records as that information is provided.

## **XXIII. HATCH ACT**

Since none of the District's current activities are financed by loans or grants made by the United States or a federal agency, it is believed that the Hatch Political Activities Act, 5 U.S.C. §§ 1501 through 1508, is not applicable to District employees. As such, District employees may be candidates for elective office other than District Board member, and their rights to be candidates and to be politically active are governed by state, rather than federal, law. Should, however, it subsequently be determined that the Hatch Act is applicable to District employees, those employees will be expected to comply with the Hatch Act, particularly Section 1502.

## **XXIV. CLOTHING ALLOWANCE POLICY**

### **I. PURPOSE**

The Johnson Water Improvement District recognizes the need to provide clothing to employees to prevent damage to personal items because of the work required for certain jobs as well as to help promote employee identification in the field.

The purpose of this JWID clothing policy is to identify what clothing items should be provided to employees by JWID using district funds and to provide guidance for the appropriate acquisition of, or compensation for, such clothing.

### **II. ALLOWANCE**

JWID will provide each employee with a \$350.00 allowance (debit card) to be used to buy clothing.

III. EMBROIDERY/SCREEN PRINTING

JWID will pay for placing embroidery or screen printed JWID logos on purchased items such as hats, shirts, jackets, coats, or hoodies.

IV. PAYMENT ANNIVERSERY

Clothing allowance balances will be renewed each January. No more than \$25.00 may be carried over from the previous year's balance.

V. EMPLOYEE IDENTIFICATION

At least one logoed item should be worn while working to identify the person as a JWID employee.

**XXV. SUBSEQUENT MODIFICATION/HIGHER LAW**

- A. Policy Not Exhaustive:** The Board of Trustees of the District reserves the right to add to, delete or change the District Personnel Policy at any time. The Personnel Policy set out above is reasonably complete but not necessarily all inclusive because, among other reasons, unanticipated circumstances may arise. Currently unanticipated circumstances may warrant discipline, including discharge, or some other appropriate response even though not specifically covered by the Personnel Policy. The District may vary from the Personnel Policy, subject to the application of state and federal laws, if the circumstances so require.
- B. Higher Law to Control:** The District intends to abide by all applicable federal and state laws, rules and regulations covering employees, prospective employees and former employees of the District. To that end, in the event of any conflict between the District's Personnel Policy and any applicable federal or state law, rule or regulation, the law, rule or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.