

# **STANDARD CONSERVATION DISTRICT PERSONNEL GUIDELINES**

## **INTRODUCTION**

The Standard Conservation District Personnel Guidelines hereafter is a summary of personnel benefits, policies, procedures, and practices for individual districts. They have been prepared by the Utah Association of Conservation Districts (UACD) for districts to assist in the employment of district employees. They are presented in four separate sections, namely, Background, Employment Practices, Benefits and Employment Administration, respectively.

The fact that district policies have been stated in detail with respect to some matters while other matters have not been discussed in detail, or have not been discussed at all, should not be taken by you to imply that only those matters discussed in this document are important to the district. You should not take it upon yourself to decide that only those matters discussed in these policies would or could be the basis for disciplinary action, including termination. Those policies, which are discussed in these materials, deal with many of the most common issues, which have been important to the district in the past. We, as the district management, have written these policies to aid you in understanding how we would like to see a number of common situations dealt with. These policies were not written with the intent of covering every situation. It is our intent that these policies will be interpreted and applied uniformly throughout the district. We will make every effort to do so. We encourage you to ask any questions you may have about our policies, and we encourage you to bring to our attention any points where you feel uncertain as to what these policies mean or how they would apply. We encourage you to bring to our attention any matters on which you feel we should have additional policies.

If any provision of these policies and procedures or the application thereof is found to be in conflict with any state or federal law, the conflicting part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these policies and procedures or any of its application.

## **BACKGROUND**

### **HISTORY**

The need for the soil conservation movement grew out of the deterioration of our nation's soil and water resources during the Dust Bowl era of the 1930s. A national legislative model for local districts was sent to all the states in the mid 1930s. Many states quickly adopted it because of the severity of their problems. The Utah Legislature passed the Utah Conservation District Act in 1937 authorizing the creation of local political subdivisions governed by five elected supervisors. This was soon followed by the creation of districts throughout Utah at the request and involvement of local land managers. By the early 1950s, there were 40 conservation districts covering all by the Indian reservation lands of the state. At this printing, the number of districts has been reduced to 38, due to consolidation and reorganization.

The opportunities for conservation districts in Utah are increasing as the public expects state and local officials to protect, improve and enhance our soil, water and related natural resources. It is likely that, as long as we have a representative form of government and there are public programs designed to protect and improve these resources, there will be some form of a locally oriented conservation district.

## **AUTHORITY & PURPOSE**

Conservation Districts in Utah are “political subdivisions” of the state (Utah Code, Special Districts, Title 17A-3, Part 8). The districts are dependent upon state government meaning that they do not have taxing authority and receive state funding. The districts are accountable to and report to the Utah Soil Conservation Commission within the Utah Department of Agriculture and Food.

The conservation district is the grass-roots link between the private land user and most government soil and water conservation programs.

The district:

1. functions in coordination with federal, state and other local agencies and organizations
2. develops its own set of programs
3. assesses resource conditions and needs
4. obtains technical, financial and educational assistance to improve resource conditions

Generally, the district uses a voluntary, incentive-based approach to encourage and assist private landowners and managers address the priority resource issues in the district.

The conservation districts in Utah have principal responsibility for marketing of the State’s Agriculture Resource Development Loan (ARDL) Program. In recent years additional responsibilities and funding have come to districts assisting with the implementation of nonpoint source water pollution prevention projects under Section 319 of the Clean Water Act. These and other program opportunities that have been taken on by districts require an established and trusted local entity to deliver state and federal programs locally and assist landowners with related education and conservation planning.

With increased responsibility and funding many districts have been able to employ administrative, professional or technical personnel to assist the elected supervisors who have the principal responsibility for directing and carrying out the local conservation work.

## **EMPLOYMENT PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITIES**

The district is an equal employment opportunity employer. The district prohibits any discrimination based on race, gender, pregnancy, color, national origin, religion, age, disability, or any other status or characteristic protected by law. Discrimination is prohibited throughout all phases of your employment--including being interviewed, hired, promoted, compensated, and provided benefits.

The district forbids retaliation against anyone who reports prohibited discrimination. The district's policy is to investigate any complaints of unlawful discrimination and to take any necessary corrective action, up to and including termination. It is also the district's policy to ensure against and to take corrective action against any employees who harass, embarrass, or retaliate in any respect against anyone who has made a complaint regarding unlawful discrimination

## **EMPLOYMENT RELATIONSHIP**

The rights and benefits to which an employee is entitled are determined by the district board of supervisors and are based on an employee's employment status and the guidelines contained in this Employee Handbook. The district recognizes three classes of employment status based on the nature and duration of the employment relationship.

1. New Employee. A New Employee is an employee with less than one year of part-time and/or full-time employment. A new employee's employment relationship with the district is at will, and may be terminated by the district without prior notice, at any time, without any procedure or formality, for any reason or for no reason, and with district's sole obligation being payment of wages earned and benefits vested through the last day worked.
2. Special Assignment Employee. A Special Assignment Employee is an employee employed for a specific project or task for a period generally less than six months. The special assignment employee's employment relationship with the district is at will, and may be terminated by the district without prior notice, at any time, without any procedure or formality, for any reason or for no reason, and with the district's sole obligation being payment of wages earned and benefits vested through the last day worked.
3. Regular Employee. A Regular Employee is a part-time or full-time employee who has successfully completed a one-year orientation period. The district board of supervisors may terminate a regular employee's employment without prior notice, at any time, for any reason or for no reason, and with district's sole obligation being payment of wages earned and benefits vested through the last day worked.

All district employees are subject to termination in accordance with district's reduction in workforce policy.

These guidelines supersede all prior guidelines and procedures, and all statements or commitments, oral or written, concerning the terms and conditions of your employment with district.

## **EMPLOYMENT STATUS**

The district will continue to employ full-time, part-time, and temporary employees as serves the district's best interests. Employment status will be defined as special appointments, regular full-time employees or regular-part-time employees.

1. **Special Appointments:** Temporary, contractual and emergency appointments are defined as being limited to a definite period of time generally for not more than six consecutive months. However, each circumstance shall be evaluated on a case-by-case basis and extensions to special appointments may be granted on a month-by-month basis. Temporary employment does not count as credit toward the completion of an orientation period.
2. **Regular Full-time Employee:** An employee who has satisfactorily met the requirements for employment, is regularly scheduled to work more than thirty (30) hours per week, as determined over a twelve-month period, and has successfully completed the appropriate orientation period is considered a regular full-time employee.
3. **Regular Part-time Employee:** An employee who has completed the orientation period and is regularly scheduled to work thirty (30) hours or less per week, as determined over a twelve-month period, shall be considered a regular part-time employee. Such employees are generally paid by the hour. The number of hours worked may be increased or decreased at the discretion of the district.

## **HIRING AUTHORITY**

The district board of supervisors does the hiring of regular full-time, regular part-time and special appointment employees. Secretarial and other administrative help is hired by the person needing such help and is approved by the district.

## **POSITION MANAGEMENT**

The official establishment of a regular or special assignment employee position must have the approval of the board of supervisors. No person shall be hired or appointed, and no regular employee promoted to any position (exceptions may occur for the occasional seasonal, emergency/temporary, contractual or part-time professional work needs), until it has been properly allocated as follows:

1. The development or revision of a current job description.
2. The proper classification of the position and assignment to an established pay grade and range.
3. The presentation of justification as to the need for the position or for the promotion and advancement of an employee.

4. Verification that funds are available to support the position.

The district board of supervisors is the hiring authority for positions approved by the board. The board may designate members of the selection committee to screen, interview, and recommend individuals to be employed by the district. The district chairperson or his or her designee chairs the selection committee. The person for whom the employee will work will generally chair the selection committee for secretarial or administrative staff. The chair of the selection committee will recommend employment actions to the district board of supervisors.

### **ORIENTATION PERIOD**

All new appointments to positions within the district require an orientation period during which both the district and the employee can determine compatibility and competence. This period is regarded as a testing period designed to acquaint the new employee with the position and allow the employee, supervisor and district supervisors to measure the employee's suitability for the job. The orientation period shall be twelve (12) months in duration.

The employee's supervisor or when the district chairperson supervises the position the chairperson or his or her designee will conduct an orientation briefing for each new employee. This may include a review of current job assignments, expectations and project schedules. Employees are encouraged, as part of this orientation and at any other time during employment with the district, to ask questions regarding our policies or any other matter of personal concern.

### **EMPLOYEE BENEFITS**

Outlined below are the currently approved district employee benefits. All employee benefit programs or changes must be approved by the district board of supervisors before they can take effect. Those benefits defined by the Internal Revenue Service (IRS) as taxable compensation will be reported as income on each employee's W-2 form, and the appropriate taxes will be deducted from the employee's gross pay. Regular full-time employees, including full-time employees during the prescribed orientation period, are eligible for the district benefit programs described hereafter. Other district employees are eligible for those benefits mandated by federal and state law. Management reserves the right to make decisions on who is and who is not eligible for benefits. The district may add to, eliminate and/or change employee benefit programs.

### **HOLIDAYS**

Eligible employees are entitled to eleven (11) paid holidays.

New Year's Day	January 1
Martin Luther King Day	Third Monday of January

President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Utah Pioneer Day	July 24
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25

1. If a holiday falls on a Sunday, the following Monday will be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. Any day designated as such by the Governor will be a holiday.

## PERSONAL LEAVE

Eligible employees are entitled to earn personal leave hours with pay according to the following rates:

Four (5) hours per pay period for full-time work through the completion of five years.

Five (6) hours per pay period for full-time work from the beginning of sixth year to completion of ten years.

Six (7) hours per pay period for full-time work from the beginning of the eleventh year.

1. Employee preference will govern as much as possible in the approval of personal leave schedules. However, management and project supervisors reserve the right to adjust personal leave schedules to assure the efficient operation of UACD. An employee's immediate supervisor must approve requests for personal leave time off at least two weeks in advance. Where possible UACD encourages employees to give four weeks' notice. This will give more flexibility in adjusting schedules and granting requests.
2. No more than 40 hours personal leave may be carried over to the next **calendar** year. Unused personal leave in excess of 40 hours on **December 31** each year will be forfeited.
3. UACD encourages employees to use their personal leave time. Unused earned personal leave, up to the maximum rollover amount will be paid to employees whose separation meets the following conditions.
  - a. Reduction in force
  - b. Retirement
  - c. Military service

- d. Voluntary quits
- e. Death

In all other cases UACD management reserves the right to pay or not to pay unused earned personal leave at its sole discretion.

## **FUNERAL LEAVE**

Leave with pay may be granted to employees with the approval of the district board of supervisors to attend the funeral of a member of the immediate family. Such leave shall not be charged against accrued sick or annual leave. The amount of time granted shall be governed by the individual circumstances, but shall in no case exceed three working days. "Immediate family" shall mean wife, husband, children, daughter-in-law, son-in-law, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, brothers, and sisters of the employee.

## **HEALTH INSURANCE**

Regular full-time employees are eligible and entitled to the district paid group medical (including an HAS) and dental programs. These benefits are governed by plan documents, provided by the provider of the insurance, and may change. Information provided herein does not create any obligations regarding coverage.

1. Normally an employee's insurance becomes effective the first day of the month following the date the employee completes one month employment. Check with your supervisor as to when your plan will be effective.
2. The employee is responsible for payment of ten percent of the monthly insurance premium for the plan. This employee's share of the monthly premium is taken as a payroll deduction from the employee's gross pay each pay period.
3. An employee wishing to enroll in the group health and dental insurance plan must complete, sign and turn in to the accounting supervisor the required enrollment forms within the first three weeks of employment. Employees not wishing to enroll must sign a waiver for the health insurance.
4. Employees who wish to participate in the HSA plan will have their allocated amount deducted from their gross pay each pay period.
5. After an employee has enrolled in the group insurance plan, any changes, deletions, or additions in coverage must be in accordance to the group plan and require written notice of such given to the accounting supervisor.

6. Description of benefits provided will be furnished by the provider of the insurance. Benefits are subject to change from year to year and from one plan or insurance company to another. The insurance provider will make all determination of eligible benefits. Inquiries regarding the eligibility of specific medical problems or treatments should be made directly with the insurance provider.

## **COBRA**

Employees with insurance coverage terminating employment or having the insurance benefit terminated for another reason who desire to continue the insurance benefit may do so through COBRA. To be eligible for COBRA the employee must make application to the insurance provider within 60 days of termination of the CD insurance benefit. The employee is responsible to obtain the needed application and deliver it to the insurance provider and comply with the requirements of the insurance provider. To be enrolled and covered by COBRA insurance the employee pays all premiums and is subject to the requirements of COBRA and the procedures of the insurance provider which requirements the employee should obtain from the insurance provider.

## **RETIREMENT**

Retirement benefits are limited to fulltime career or long-term employment and generally are not offered to part time, seasonal, temporary or contract employees. At the district's option it may fund employee retirement through a formal plan or via an additional payment through the regular payroll. A formal plan such as Simplified Employee Pension (SEP) enables the district to make payments directly into investments for the retirement of an employee with all employee's receiving the same benefit. When additional monies, for the purpose of retirement, are included in the employee's wages the actual amount available for investment is less the payroll taxes. When included with wages it is the employee's responsibility and solely at his or her digression to contribute to an Individual Retirement Account (IRA). Where a formal plan is adopted, the Plan document governs the district retirement program. The information provided herein does not create any obligation regarding participation, when, or whether or not a contribution is made.

1. When retirement is included as a benefit it is:
  - a. To recognize and reward employee contribution to successful operation of the district.
  - b. To provide an incentive for employees to remain with the district.
  - c. To provide a trust and retirement program.
  
2. To determine the eligible employees for retirement contributions generally the district will consider:
  - a. Contributions for fulltime regular employees employed at the date of the contribution and



- b. That an employee has been employed for a period of at least one year prior to January 1 or July 1, which are the dates from which wages earned are used as the bases for a retirement contribution.
3. Contributions by the district are subject to the discretion of the Board of Supervisors, and may not exceed 15% of the total yearly compensation paid to eligible employees.
4. When one or more employees participate in retirement contributions the district will meet annually to review program guidelines, the district's financial position, and make recommendations.

### **WORKERS COMPENSATION INSURANCE**

If injured or illness results on the job an employee shall notify their immediate supervisor and follow up with a written report to the accounting supervisor. The employee should complete the required paper work to be filed with the insurance provider.

In the case of serious injury or illness where an absence from work occurs a doctor's statement or release may be required prior to being allowed to return to work.

## **EMPLOYMENT ADMINISTRATION**

The following employment administration policies are established to help ensure understanding and uniformity of action.

### **ADMINISTRATION**

The day-to-day management of personnel activities and operations within the district is the responsibility of the supervisor, district chairperson or resource coordinator. The resource coordinator serves under the direction of the district chairperson and is responsible for assuring the effective administration of all district policies and procedures and shall coordinate and manage all aspects of the personnel management system and enforce all policies and procedures, which shall include but not be limited to:

1. The administration of the classification and compensation plans.
2. The administration of a system of employee performance management.
3. Notification of vacancies, recruitment and selection processes.
4. Procedures involving the training and disciplining of employees.
5. Maintenance of all personnel records and actions.
6. Make reasonable and practical interpretations in the absence of precedent regarding the meaning and intent of policies, procedures, etc.
7. And other actions as prescribed by district rules, regulations, policies and procedures.

Personnel actions reserved for the district board of supervisors include promotions, demotions, suspensions and terminations.

### **PERSONNEL ACTIONS**

Personnel actions shall include, but not necessarily be limited to, promotion, reduction-in-force, terminations, abolition of job, resignation, and transfer.

1. **Promotion:** A promotion is defined as a change in class recognizing increased capacity and responsibility of an employee from one position to another class having a higher entrance salary. A promotion can come by significantly changing one's current duties in an existing position, resulting in a reclassification upward," or by filling a vacant position as a result of a internal recruitment." Personnel promoted into in higher pay grade will receive a pay increase at the time of promotion.
2. **Reduction-in-Force:** Should it become necessary to undergo a reduction of the work force, brought about by a curtailment of operating revenues, technological innovations, the discontinuation or reduction of services, scaling back or elimination of programs, or other grounds consistent with economic and efficient administration of the district, the district board of

supervisors shall attempt to utilize the following sequence, as far as practicable, to achieve the required reduction:

- a. District subcontractors (may be reduced or eliminated).
- b. Temporary/Seasonal employees (may be terminated or reduced in work hours).
- c. Regular part-time employees (may be terminated or reduced in work hours).
- d. Regular full-time employees (may be terminated or reduced in work hours).

In determining which employee(s) shall be separated, the district board of supervisors shall consider which job classes are affected and may utilize such factors as, but not limited to, longevity, performance, skills, contract requirements, and organizational needs. The board of supervisors shall have the final say when layoffs affect regular full-time employees.

3. Abolition of Job: If a circumstance should arise requiring the abolition of a certain position, employment status may be maintained by one of the following:
  - a. The employee may be promoted based upon performance, qualifications and position availability.
  - b. The affected employee(s) may be transferred to another open position commanding equal or lesser compensation.
  - c. If none of the alternatives are available, the employee shall be terminated.
4. Termination: The district board of supervisors may terminate an employee's employment without prior notice, at any time, for any reason or for no reason, and with the district's sole obligation being payment of wages earned and benefits vested through the last day worked.
5. Resignation: Excessive turnover is costly and, therefore, management shall take all precautions necessary to prevent misunderstandings and other avoidable causes for resignation.
  - a. Whenever an employee resigns, an exit interview may be conducted by a district representative acceptable to the employee. If the reason for the resignation is a misunderstanding or mistake, an effort shall be made to correct the situation.
  - b. Employees who resign and desire to leave the district in good standing should give a minimum of two (2) weeks notice if they are to be considered for re-employment at a future date. Resignations must be in writing and submitted to the district board of supervisors.

- c. **Defacto Resignation:** An employee who is absent from work for three consecutive days without giving proper notification shall be deemed to have resigned and shall be informed of the same in writing by the district. Situations when a person may be unable to make contact shall be reviewed on a case-by-case basis.
6. **Reinstatement/Rehire:** Former employees who left in good standing may be rehired to a vacant position. Consideration in filling a vacancy by rehires can only come after all attempts at filling the vacancy by internal recruitment have been unsuccessful. Previous experience may be given credit in determining placement of employee on salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of termination.
7. **Transfer:** When a position becomes open or available district employees are free to make application for the position without hindrance. However, employees are encouraged to visit with his or her immediate supervisor before making such application. The employee must be considered on an equal basis with all other applicants.

## **SECURITY CLEARANCE**

For positions where use of or access to federal government computer systems is anticipated the employee is expected to pass the security clearance requirement. Employees are to accurately and completely complete the required forms and submit to their supervisor and the appropriate federal official prior to or immediately on employment. Employment is subject to the obtaining of a security clearance where use of or access to federal computers is expected.

## **CHANGE OF ADDRESS**

An employee whose address changes during employment or terminates employment and desires that future correspondence be sent to a different address should provide written notice to the accounting supervisor with the changed address and effective date for use of the changed address.

## **PERFORMANCE MANAGEMENT**

The district board of supervisors shall coordinate annual employee performance evaluations. Employee performance may be reviewed by the immediate supervisor, district chairperson and/or zone coordinator every year. Performance management may be geared toward increasing employee productivity and accountability. This is an opportunity to counsel employees on job performance, using the employee's job description and following evaluation criteria as a reference, pointing out areas that need improvement as well as identifying outstanding factors. The results of all evaluations shall be part of the employee personnel file.

1. Employee anniversary dates may be used to determine when yearly performance evaluations and interviews will occur. When using the anniversary date, employee performance will be evaluated

prior to or within the respective calendar quarter the employee has completed another year of employment.

2. In addition, newly hired employees may be evaluated at approximately their sixth month of employment and should be formally reviewed prior to the end of the twelve-month orientation period.
3. The criteria used in the evaluation may include, but is not limited to, the following areas of performance:
  - a. Basic Performance
    - quality of work
    - quantity of work
    - judgment and decision making improvement
    - taking responsibility
    - job flexibility and initiative
    - working without continuous supervision
  - b. Dependability
    - on time
    - consistently at work
    - attitude working and communicating with other employees
    - motivation and enthusiasm
    - length of employment
4. Employment records and personnel files are confidential and may only be accessed and/or copied with the approval of the district board of supervisors. Negative performance evaluations may be removed from an employee's personnel file, at an employee's request, after two years of satisfactory performance with the approval of the district board of supervisors.

## **REPORTING**

All regular employees with management and/or contract administration responsibility will submit a quarterly written report(s) detailing their and their respective staff's accomplishments and expenditures for the previous quarter to the district board of supervisors and zone coordinator. The report shall document by contract and/or project tasks accomplished and the status of tasks in progress. Generally, the report will satisfy both the internal reporting needed for the district and contractual reporting needed for the district's clients.

## COMPENSATION

Wages and benefits may be reviewed at least yearly in conjunction with the beginning of a new fiscal year and/or annual performance evaluations. Wage increases and/or bonuses are subject to a satisfactory performance evaluation.

1. Generally the district uses the services of the Utah Association of Conservation Districts to develop or modify pay plans for compensating employees. Compensation of district employees is the sole responsibility of the district. When used, the district board of supervisors should approve the Utah Association of Conservation Districts pay schedules and market comparability salary range increases.
  - a. Each job class shall be assigned to a salary range on the applicable pay plan. Salary range determination for benchmark jobs are based on salary survey data. The salary ranges for other jobs are determined by analysis of classification relationships with the appropriate benchmark job classes.
2. Raises or wage reductions are subject to existing contract renewal, new contracts, and the general financial condition of the district.
3. Raises or wage reductions may vary according to an employee's performance as measured against job standards, other employees, and performance criteria.
4. Special wage reviews could be held under the following circumstances:
  - a. The difficulty and demands of an employee's job are changed or substantially increased or decreased.
  - b. A special training program and advancement program is arranged between the employee's supervisor and the employee.
  - c. A permanent or temporary transfer is required.
  - d. Adverse business conditions or district performance.
5. Promotions. Each qualified employee has the opportunity to advance within the district and to fill vacancies through earning and accepting promotions. When vacancies exist, management personnel will select candidates whose qualifications, personality, education, technical or supervisor experience and performance ability can best contribute to the success of the district.
7. Bonuses. The district board of supervisors to reward employee performance may approve annual or periodic bonuses.

## **WORK PERIODS**

### **1. Normal Work Period**

- a. The normal workday consists of 8 hours of work beginning each weekday at 8:00 a.m. and ending at 4:30 p.m. or 5:00 p.m. depending on the length of the lunch break. The normal workweek shall be 40 hours per week, with each workweek beginning at 12:00 a.m. on Sunday and ending at 12:00 midnight on Saturday.
- b. Attendance: an employee unable to report for duty on a workday shall notify his or her immediate supervisor or office.
- c. Lunch Break: A non-paid lunch break should normally be taken from 12:00 noon to 12:30 p.m. for employees ending work at 4:30 p.m. or from 12:00 noon to 1:00 p.m. for employees ending work at 5:00 p.m.

### **2. Optional Work Period**

- a. Employees are allowed and may be required to work hours other than the normal work period. Optional work periods should fit the needs of a specific project or assignment, not detract from the work period of other employees and/or district business, and be communicated in advance and agreed to by the employee's supervisor.

## **OVERTIME**

### **1. Non-exempt Employees**

- a. Work in excess of 40 hours per week generally constitutes overtime for non-exempt employees. Non-exempt employees are allowed to work overtime only when authorized by their supervisor. Overtime will not be authorized as a means of making up time lost due to past absence or tardiness. Employees will receive one and one-half their regular rate of pay for each hour of overtime actually worked. Holiday, vacation and sick leave hours are not used in computing overtime.
- b. Executives, administrators, and professionals are considered exempt and are not entitled to overtime pay.

### **2. Exempt Employees.**

- a. Exempt employees are paid for specific functions and assignments rather than time actually worked. Exempt salaried employees are expected to work an average of 40 hours workweek. Exempt employees shall be eligible for overtime when they work more than 40 hours in a workweek. Although exempt employees cannot receive monetary

compensation for more than 40 hours work they can be compensated by time off. For each hour of overtime worked an employee shall be eligible to receive an hour off.

- b. Any overtime earned by exempt employees is not an entitlement, a benefit, nor a vested right.
- c. Any overtime earned and not taken off shall lapse **December 31** or with termination of employment.

## TIME SHEETS

Each employee is responsible for his or her own time sheet. The district project labor hours and cost are taken directly from the employee's time sheets. Each employee on the acceptance of employment agrees to complete his or her time sheet truthfully and accurately and follow the procedures described hereafter. To satisfy government regulations, it is imperative that each employee follow these rules.

- a. Use district provided time sheets.
- b. Obtain from a supervisor instructions of the work to be performed and job number to be charged.
- c. Time sheets and/or calendar log-in and log-out notation must be filled out daily before leaving work.
- d. Time sheets must be prepared in ink.
- e. Corrections are to be made by crossing out an incorrect entry with a single line and then writing in the correct entry. There can be no obliteration of entries, no erasures, no usage of white-out, and no attempts to change an entry by writing over the original. Corrections must be initialed.
- f. Time sheets must be signed by the employee and initialed by the supervisor after they are filled out.
- g. Each employee is responsible for making sure total hours worked per day equal the time charged to jobs for that day. In addition, the employee should compute and note on the time sheet the total regular and total overtime hours for each project worked on during the pay period.
- h. Time sheets will be reviewed by the payroll supervisor. Any errors or discrepancies will be noted.
- i. Payroll checks may not be prepared for employees whose time sheets are not complete, accurate, or filled out in accordance to this policy.



## **PAY PERIODS**

Generally employees will be paid each two weeks on the Friday following the end of the pay period. When payday falls on a holiday payment will be made according to DOL rules.

Pay checks are paid through direct deposit. For employees whose time sheets are not received prior to the preparation of pay checks payment will be made at the next regular payroll.

## **LEAVES OF ABSENCE**

The district grants leaves of absence for annual military obligations, jury duty, personal illness, and for extended military service. The employee's supervisor will make prior approval and determination of eligibility for a leave of absence. The minimum period for which a leave of absence is granted is five (5) working days; the maximum period leave is 30 days subject to extension by the district.

1. **Military Leave:** Leave for members of the Federal Reserve or state National Guard Unit are allowed in accordance with state and federal law. Employees who have military reserve obligations for less than two weeks will be given the appropriate amount of time off without pay to perform such duty. Employees with such military obligations may opt to use vacation or compensatory time during such short-term absences.

Employees who are absent on military leave for a period of more than two weeks will be entitled to reemployment upon the conclusion of military leave as governed by the Uniform Services Employment and Reemployment Rights Act of 1994 and any other applicable law. An individual reemployed upon the conclusion of military leave does not lose any seniority credit earned for employment prior to the military leave.

2. **Jury Duty.** District employee's absence for jury duty will be treated as unpaid leave. Employees performing jury service will continue to accrue credit for seniority, vacation, and sick leave. No adverse employment action will be taken against any employee as a result of the employee's fulfillment of this important civic obligation.
3. **Personal Illness (Includes Maternity).** A leave for personal illness may be granted for up to 30 days. Upon written notification/recommendation from the employee's doctor, the period may be extended up to a maximum of six months. An employee on personal illness leave will be placed on inactive status. Prior to expiration of the leave, the employee must contact the district board of supervisors to request reinstatement to continue employment. An employee will be required to submit a doctor's statement of fitness. The district will then attempt to place the employee in either their previous position or another position suitable to the experience and talents of the employee.

District benefits do not continue or accrue during leaves of absence. Employees may maintain the health and life insurance coverage during an approved leave of absence by paying the cost of the full premium to district prior to the date the premium is due. Leave without pay for any other purpose must have the approval of the district board of supervisors.

## **EMPLOYEE CONDUCT**

The very nature of local governmental business makes relationships one of the most important aspects of the job. The quality of our interactions impacts all employees and the public perception of the district as a whole. Employees are to take every opportunity through the course of performing in the job to create good will with other public officials and the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations, which may arise. Supervisors will investigate reports of a negative nature, and disciplinary actions could result.

1. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
2. Employees are expected to make prudent and frugal use of district funds, equipment, building and supplies.
3. Employees are expected to observe work place rules.
4. Employees are to report conditions or circumstances that would prevent them from performing their job effectively or completing assigned tasks.
5. All employees are expected to act in a mature and responsible manner, exercising courtesy and thoughtfulness toward clients, government representatives, co-workers, and supervisors. The following items are not intended to be a complete list of employee conduct, but a partial list of concerns important to the district.
  - a. Absenteeism. All employees are expected to work their scheduled hours. Absenteeism of any type adversely affects both the employee and the district.
    - (1). Illness. Employees who become ill and are unable to report to work must personally call their supervisor or office within 2 hour of when the scheduled workday begins. A medical doctor must verify illness requiring an absence of more than four working days. The doctor must state approximately when the employee may be expected to return to work. Time lost due to illness is considered an excused absence.
    - (2). Other Absence. Absences for reasons other than illness must be approved by the employee's supervisor at least one day in advance.

- b. Insubordination. All employees are expected to accept the authority of and take direction from District supervisors.
- c. Smoking. Smoking is prohibited anywhere inside district offices and within 15 feet of an entrance or exit, vehicles used for district business and at field locations where a fire danger exists. The district discourages its employees from smoking as this is regarded as a poor health habit and maintenance problem. Common courtesy is expected of smokers to not impose on non-smokers.
- d. Alcohol & Drugs. Carrying alcoholic beverages or illegal drugs onto district and government premises or in vehicles used for district business is strictly prohibited. No employee shall drink alcoholic beverages or use drugs on district property, at government facilities, or during working hours. Employees who report for work or return from lunch under the influence of alcohol or drugs will not be permitted to work that particular day.
- e. Fighting. Employees shall not participate in fighting while on district premises or while engaged in district business.
- f. Gambling. Gambling is prohibited on district premises. This includes card playing, dice, lotteries, or any other type of wagering.
- g. Horseplay. Although innocently intended, horseplay can endanger employee safety and cause property damage. Horseplay is prohibited on district premises and while engaged in district business at any job site.
- h. Loafing. Please police yourself in regard to loafing, excessive talking and disrupting others in the work place. Those employees who continually waste time will be subject to disciplinary action.
- i. Injuries. Regardless of the nature or severity, all injuries incurred while on the job must be reported to the employee's supervisor. The district insures employees against accidental injuries under the Utah Workmen's Compensation Act or other insurance.
- j. Garnishment of Wages. Outside legal requests/orders for garnishment of an employee's wages will be accepted and complied with.

## **PERSONAL APPEARANCE**

Employees are expected to practice dress and grooming habits which are consistent with the business environment and beneficial in promoting a favorable public image.

- 1. Personal hygiene. Personal body cleanliness, hygiene, and habits shall be controlled so that they are not offensive to fellow workers or clients.

2. Dress Code. In all cases, clothing shall be neat, clean, and worn in reasonable combinations, taste, and modesty. Common standards of decency in clothing as defined in the community shall be maintained by all employees regardless of job assignments. The impression staff makes on the public is a direct reflection on the CD. Some articles of clothing or body art are considered to be inappropriate. The following is intended to provide examples of inappropriate attire, but should not be viewed a comprehensive list:
  - a. Flip flops, shorts/cut-offs, tattered and soiled jeans/pants are not acceptable attire in the workplace.
  - b. Articles of clothing, visible tattoos or accessories must be free from promotion of alcohol, tobacco products, or illegal drugs; sexual innuendo; discriminatory remarks; or anything considered offensive in working with or near children or other adults.
  - c. Revealing or provocative clothing.
  - d. Visible body piercing and/or accessories other than earrings.

## **RELATED PARTIES**

Employees authorizing expenditures of district or contract funds to related parties shall first obtain the approval of the district board of supervisors. State and federal contracts generally prohibit payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties without the prior written consent of the contracting agency.

“ Related Parties” for the purpose of this policy are the employee, organizations/persons related to the employee by marriage; blood; or one or more partners in common with the employee having more than 10 percent ownership direct or indirect with employee.

## **NEPOTISM IN HIRING**

An employee may not take part in any hiring or employment decision relating to a family member. If a hiring or employment matter arises relating to a family member, then the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussion or decisions relating to the matter. For this purpose, the term “family member” shall mean an employee’s spouse, siblings, step-siblings, siblings-in-law, parents, step-parents, parents-in-law, children, step-children, children-in-law, and any person living in the same household as the employee.

## **CONFLICTS OF INTEREST**

A conflict of interest exists whenever an employee encounters a situation in which their personal interest or that of their family or other entities they may be associated with might affect their judgments on behalf of the CD.

1. Employees should avoid the potential for conflicts of interest, or situations that may be interpreted as creating a conflict of interest, by not engaging in outside employment, business activity or financial relationship that competes with the CD. If an employee wishes to engage in activities where a potential for conflict of interest may exist, the employee shall advise and obtain the approval of their immediate supervisor and the CD in advance.
2. Generally agreements and contracts negotiated on behalf the CD are to be reviewed and signed by the district chair and show the CD's address as the remittance address for contract correspondence and payments.

### **COMPUTER/INTERNET USE**

District computers are for business use. Limited personal use by employees is allowed provided that it is on the employee's own time and appropriate for the computers included in USDA field office networks. Inappropriate use would include, but is not limited to, accessing Internet sites that contain pornography or are for illegal activities.

USDA monitors field office networks for the purpose of identifying computers used to access inappropriate or illegal Internet sites.

The district expects employees accessing the Internet to conform to the USDA departmental and agency requirements for computers on USDA networks and for stand-alone computers not included in field office networks.

E-mail shall not contain discriminatory language or contain remarks that constitute sexual harassment.

### **DISCIPLINE**

District supervisors and managers are responsible for the discipline of persons whom they supervise. When an employee's attendance or performance becomes unsatisfactory, or when an employee engages in inappropriate conduct, the district may provide the employee with notice of the concern and an opportunity to improve. However, the district retains sole discretion to determine whether the misconduct or degree of unsatisfactory performance warrants immediate termination without notice. The district supervisors and managers have several discipline options available, which may include, but are not limited to, verbal warnings, written warnings, suspensions without pay, or termination. Different versions or combinations of these or other forms of disciplines may be used. However, there is no plan, policy or procedure of progressive discipline, which district is obligated to follow. Rather, any of the available forms of disciplinary options may be levied for any particular violation based upon district's discretion.

When an employee is subjected to a form of discipline less than termination and feels that a mistake has been made, the employee may request review of the discipline by the district board of supervisors.

However, if review of the discipline is allowed, the district will typically discuss the matter with the employee and/or the supervisor or manager concerned. An employee who does not request review of discipline within five working days after receiving notice of discipline is deemed to have accepted the discipline issued as appropriate.

The discipline guidelines in this policy are not a contract and do not alter the employment relationship described under Employment Practices-Employment Relationships, nor do these guidelines create a requirement that employees be disciplined or terminated only for adequate or just cause. The District reserves its right to use its sole discretion in determining what discipline is appropriate and in resolving any challenges to discipline.

1. Verbal Warnings. Verbal warnings may be used whenever possible for a first offense. When employees are warned verbally, their supervisor will note the warning. This written record will state the reason for the warning and will serve as a reference in the event of further violations. It may also be used in protesting unwarranted unemployment insurance claims.
2. Written Warnings. For first or future offenses, a supervisor may issue a written warning to the offending employee. The employee and his/her supervisor will sign the written warning. Copies will be distributed as follows: (1) employee, (2) supervisor, and (3) personnel file.
  - a. When a written warning is issued to an employee, the deficiency or the offense will be clearly stated therein as well as the corrective action required of the employee.
  - b. Written warnings will remain in the employee's personnel file and will be used in the evaluation at the time of performance and wage reviews. The supervisor may direct that a written warning be removed from an employee's personnel file according to the procedure described under Employee Administration, Performance Management paragraph 4.
3. Suspension Without Pay. Employees may be suspended from work without pay for a specified period. Normally, suspension without pay will follow or be given in conjunction with a written warning. However, a suspension may be given without previous verbal or written warnings.
4. Appeal. Any regular employee having successfully completed the orientation period subject to disciplinary action or termination may appeal through the formal grievance procedures outlined under Grievance/Appeals.

## **GRIEVANCES/APPEALS**

The district goal is to find equitable solutions to legitimate grievances at the lowest possible level. All grievances should first go to an employee's immediate supervisor for resolution. If the problem cannot be solved at this level, the employee may go by steps up the organizational chart. It shall be the policy of the

district, insofar as possible, to prevent the occurrence of grievances and to deal with those which occur in a prompt, forthright, and professional manner. Every effort shall be made to address grievances within the framework of existing laws and regulations, in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment and desires remedial action and is desirous of filing an appeal for relief of the condition. These procedures only apply to regular employees. The employee having the grievance shall have responsibility to carry on the grievance process as far as necessary to reach a satisfactory solution. The district shall assure that all affected parties respond affirmatively to this policy and procedure and expedite the resolution or processing of any grievance, which may be received. All employees involved in grievance proceedings will be asked to treat all matters professionally without the presence of discrimination, coercion, restraint or reprisal. Grievances and appeals are confidential in nature and the discloser of official information is subject to the restriction, Confidential and Proprietary Information.

1. Grievance Procedure. If an employee has a problem or grievance including allegations of sexual harassment, every effort should be made to resolve the matter through discussions with the employee's immediate supervisor. If a mutual agreement cannot be reached, then it is time to put it in writing. As an employee, you are entitled to: 1) assistance of a representative of your choice and at your expense at any level of the procedure; 2) a reasonable amount of time, as indicated hereafter, to prepare the grievance on subsequent appeals; 3) freedom from reprisals for the use of the grievance procedure, and 4) the right to call other employees as witnesses to testify in your behalf.
2. Grievance/Appeal Process. The following time frames are established for the benefit of employees and management in hearing and resolving grievances. Decisions regarding the type and severity of disciplinary action including termination may consider consistent application of district policies, prior knowledge of rules and standards, the evidence and facts, timely notice and opportunity to resolve deficiencies, and the opportunity for the employee to be heard and respond to all allegations.
  - a. When a grievance has not been able to be resolved through discussions the employee shall submit a written grievance to their immediate supervisor or the district board of supervisors.
  - b. The immediate supervisor or district board of supervisors has ten (10) working days to respond in writing to the employee grievance. If the appeal was to the employee's supervisor a copy of the supervisor's response should be provided to the district board of supervisors.
  - c. If the appeal was to the employee's supervisor and the employee is not satisfied the employee has ten (10) working days to appeal in writing to the district board of supervisors. The employee should provide copies of that appeal to their immediate supervisor.

- d. The district board of supervisors has ten (10) working days to respond in writing to the employee's appeal. Copies of the district's response should be provided to the immediate supervisor.
  - e. The district board of supervisors shall be the final step in any appeal and their decision shall be final.
3. In the event the grievance is against the immediate supervisor the employee's appeal is to the district board of supervisors.

## **TERMINATION**

Terminations are to be treated in a professional manner by all concerned. The supervisor, management, and the district board of supervisors should assure thorough, consistent, and evenhanded termination procedures. Terminations must be consistent with the Employment Administration-Personnel Actions or Discipline Sections of these guidelines.

1. **Terminating Procedure.** A district representative may conduct an exit interview with each terminating employee. The terminating employee will return to his/her supervisor all district-owned supplies, equipment, travel advances, credit cards, keys, and any other associated identification prior to receiving a final paycheck. Termination of employees is generally one of four kinds:
  - a. Voluntarily quits
  - b. Discharge
  - c. Layoff/Reduction of force
  - d. Regular or early retirement
2. The date of termination will be the employees last day of actual work. Any severance benefits due will be paid in accordance with this policy. Previous benefits paid in advance but not earned, advances in pay or expenses, and/or the replacement cost of equipment or other district property not returned will be deducted from the final paycheck. Terminating employees are not eligible to earn holiday or vacation benefits or use compensatory time after the date of termination.
3. An employee desiring to terminate employment is requested to give as much notice as possible. Two weeks is generally considered to be sufficient notice.



## **DISTRICT PROPERTY**

1. Employees will report to their supervisor any conditions or situation which threatens the security of district property.
2. Credit Cards. Employees will be held responsible for the proper use and care of district credit cards. Under no circumstances will employees be allowed to charge personal expenses. Fuel purchased for personal vehicles in lieu of payment for miles must be previously approved and the receipt returned and initialed by the supervisor.
3. Property. Employees are expected to exercise due care in their use of district property and to utilize such property only for authorized purposes. Negligence in the care and use of district property may be considered cause for suspension or dismissal. Theft of or unauthorized removal of district property from the premises or its unauthorized conversion to personal use will also be considered cause for suspension, dismissal, and legal prosecution.
4. Return of District Property. District property issued to employees must be returned upon termination of employment or on request by their supervisor. The value of any property issued and not returned may be deducted from an employee's paycheck.
5. Personal Property. The district assumes no responsibility for loss or damage to the personal property of an employee.

## **CONFIDENTIAL AND PROPRIETARY INFORMATION**

In the course of your employment, you may receive or be exposed to information regarding personnel, customers, suppliers, vendors, margins, sales profits, business plans, financial information, and other information, which the district considers proprietary and/or confidential. You are required to maintain strict confidentiality with respect to information pertaining to district business and operations and any such information regarding its personnel actions and customers. Such information should not be discussed with anyone other than management and/or employees with a legitimate need to know.

Employees may not remove or make copies of any records, reports or documents without prior management approval. Inappropriate disclosure of proprietary and/or confidential information or removal of records may result in disciplinary action up to and including termination.

## **TRAVEL**

Employees engaged in travel for the district should make every effort to keep expenses reasonable by obtaining competitive rates for airlines, lodging, vehicle rentals, pre-registering for meetings and by car pooling for out of town travel, etc.

Employees using private and/or personal vehicles for work will maintain, at minimum liability insurance at amounts required by state law. The employee shall have their respective insurance carrier provide a certificate as proof of insurance to the district. When involved in an accident while using a vehicle on-

the-job the employee will immediately notify their supervisor and follow-up with a written report to the supervisor and/or district chair including a copy of the police report, if investigated by the police.

1. Allowable Expenses. Travel expenses for authorized trips requiring an overnight stay by employees will be paid in accordance with the following conditions:
  - a. Only actual and necessary expenses incurred by the employee on district business will be reimbursed including per diem.
  - b. State and/or Federal Acquisition Regulations (FAR) will be used as guidelines in determining allowable expenses. Allowable expenses on government contracts pertaining to specific destinations are published in the Federal Travel Regulations (FTR).
  - c. Airfare cannot exceed the lowest customary standard coach or equivalent airfare offered during normal business hours.
  - d. The employee completes a travel expense and reimbursement request and must distinguish between costs of lodging, and meals and incidentals on a daily basis.
  - e. All employees are expected to report non-reimbursable expenses for items such as district credit cards, purchases authorized and billed to the district and any item that is to be charged to a project but not reimbursed to an employee. This is to be done in a timely manner so as to expedite the invoicing process.
2. Completion of Reimbursement Forms. Travel expense forms must be completed showing the employee's name, job number bearing the expense, location expense was incurred, purpose of expense, advances received including cash, checks, transportation tickets and credit card charges, and the amount due the employee. The report must be signed by the employee and approved by a project supervisor or district board of supervisors.
3. Mileage Reimbursement Rate: The reimbursement rate for a personal vehicle used for approved travel shall not exceed the IRS published rate and may be adjusted from year to year by the district board of supervisors. Mileage is calculated from the home office to the destination and return to the home office. Travel distances should be consistent with the standard state mileage chart when available. Vehicle odometer readings or trip meters will be used for distances traveled, with approval of the district. District employees shall have in their possession a valid (Utah) driver's license and be in compliance with Utah motor vehicle liability laws when operating a vehicle on official business. Non-compliance will result in forfeiture or loss of mileage reimbursements and may result in disciplinary action.
4. Per Diem with overnight stay. For travel with an overnight stay an employee must be away from their home base for over two quarters to claim the per diem amount for any one meal. For this purpose the day is divided into four periods: Period 1) 12:00 a.m. to 6:00 a.m., Period 2) 6:00 a.m. to 12:00 noon, Period 3) 12:00 noon to 6:00 p.m., and Period 4) 6:00 p.m. to 12:00 midnight.

The per diem amount for breakfast may be claimed when hours worked cover quarters 1 or 2. The per diem amount for lunch may be claimed when hours worked cover quarters 2 or 3. The per diem amount for dinner may be claimed when hours worked cover quarters 3 or 4.

5. Meals without overnight stay. For travel away from an employee's home base without an overnight stay the cost of necessary and actual meals is reimbursed as follows. Breakfast when leaving the workplace prior to 6:00 a.m. Lunch when leaving the workplace prior to 12:00 noon. Dinner when returning to the home base after 6:00 p.m. The actual cost of meals will be reimbursed up to the per diem amount with the submittal of a receipt.
6. Business Meals. Expenses for business meals will be reimbursed provided they are associated with the conduct of the business, and provided a bona fide business discussion occurred before, during, or after the meal. Meals for the convenience of employees from the same office do not qualify as a business expense, since the business discussion could take place at the office without the additional expense.
7. Frequent Flyer Miles. Awards for air travel may be used by employees for personal use.
8. Alcoholic Beverages. Beverage costs are not allowable costs and will not be reimbursed by the District. When purchased as part of a meal, the amount of the beverage must be separately itemized on the travel report.
9. Unallowable Expenses, include, but are not limited to, costs for entertainment, fines, penalties and lobbying and are not to be charged to federal or state funded contracts. Unallowable expenses claimed for reimbursement must be approved in advance by the district board of supervisors.

## **DRUG AND ALCOHOL ABUSE**

Sale, purchase, use, consumption, or possession of alcohol or a controlled substance or drug paraphernalia is prohibited during work hours or on district property, as is reporting to work under the influence of these substances so as to impair your ability to work. Controlled Substance includes prescription drugs. Such drugs may be used only with a physician's prescription when your physician has granted you permission to use the drug at work. Violating this guideline may result in discipline up to and including termination.

District employees may be required to submit to appropriate drug testing during work hours, in accordance with Drug Testing Policy. Any failure or refusal to submit to testing, attempt to alter the result, or test results indicating an employee was working or on district's premises under the influence of prohibited substances, OR failure to report to management a violation or suspected violation of this guideline, warrants the imposition of discipline, up to and including termination.

District employees are required to notify the district board of supervisors if they are convicted of any illegal drug violation within five days of such conviction. The District asks all employees to make a good-faith effort to maintain a drug-free work place for the benefit of all concerned. District may periodically distribute information concerning drug education and awareness programs.

## **DRUG AND ALCOHOL TESTING POLICY**

This is the policy of district regarding drug and alcohol testing. The policy stated herein is applicable to all district personnel, including management.

### **Policy**

A healthy and productive work force and safe working conditions free from the effects of drugs and alcohol are of the utmost importance to district, our employees, and the general public. Drug and alcohol abuse creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

The district intends to provide a safe, alcohol-free and drug-free workplace. Therefore, it is the policy of the district to prohibit the unauthorized possession, use, presence of, sale or transfer of drugs or alcohol on district's property, including all district structures, facilities, land, and any vehicles used for district's purposes. Employees are further prohibited by law and district's policy from possessing or distributing illegal drugs either during or outside of work hours. This policy conforms to the Utah Drug and Alcohol Testing Act (Act), Utah Code Ann. ' 34-38-1 et. seq.

### **Definitions**

- A. Alcohol means Ethyl alcohol or ethanol.
- B. Drugs mean any substance recognized as a drug in the United States Pharmacopeias, The National Formulary, the Homeopathic Pharmacopeias, or other drug compendia or supplement to any of these compendia. This includes, without limitation, narcotics, hallucinogenic, depressants, stimulants, and other controlled substances.
- C. Drug Paraphernalia means objects used to manufacture, compound, convert, produce, process, prepare, test analyze, pack, repack, store, contain, or conceal drugs, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.
- D. Screen test means any test for drugs or alcohol utilizing testing of body fluids (blood, urine, etc.) or any other medically-established reliable method of testing to detect a number of physical conditions, including the presence of drugs and/or alcohol.

- E. Prospective Employee means any person who has made application to district for employment.
- F. Sample means urine, blood, breath, saliva, or hair.

### **Testing**

The district reserves the right to conduct or require a screen test, at district's expense, of employees and prospective employees. The district may require employees and prospective employees to submit to a screen test to be conducted by appropriate medical personnel contracted to perform screen tests for district. Blood, urine, saliva, breath samples and other tests may be used to determine the presence of drugs and/or alcohol. Information concerning the results of a screen test may be provided to district's supervisors and management who may use it to determine compliance with district's work rules and this policy.

### **Screen testing**

For the purpose of maintaining safety for employees and the general public, to maintain the productivity and quality of the services and functions of the district, and to safeguard the property and information of the district, screen testing may occur:

1. As part of a work-related accident or theft investigation. Any employee appearing to be involved in a work-related accident or theft may be asked to submit to a drug and/or alcohol test.
2. As a result of a perceived change in or impairment of an employee's job performance or conduct.
3. On any employee who is perceived to be under the influence of drugs or alcohol.
4. As part of the district's efforts to maintain or improve productivity, quality of performance and production, security or safety.
5. In connection with job promotions and job transfers.
6. On a random basis as considered necessary by district.
7. As part of the hiring process for full-time and part-time employment.

Management may take disciplinary action on the basis of the information obtained through testing. If the employee refuses to undergo a screen test, the employee may be disciplined or discharged immediately. Refusal of a prospective employee to consent to a screen test may result in disqualification from further consideration.

### **Cost of Testing and Work Time**

1. Any drug or alcohol testing by the district shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
2. The district shall pay all cost of testing for drugs or alcohol required by the district, including the cost of transportation if the testing of a current employee is conducted at a place other than the workplace.

### Sample Collection and Testing

All sample collection and testing for drugs and alcohol shall be performed in accordance with the Act under the following conditions:

1. The collection of samples shall be performed under reasonable and sanitary conditions.
2. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonable calculated to prevent substitutions or interference with the collection of testing of reliable samples.
3. Sample collection shall be documented, and the documentation procedures shall include:
  - (a) Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results.
  - (b) An opportunity for the employee or prospective employee to provide modification of any information which the employee or prospective employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant medical information.
4. Sample collection, storage and transportation to the place of testing shall be performed so as reasonable to preclude the probability of sample contamination or adulteration; and
5. Sample testing shall conform to scientifically-accepted analytical methods and procedures. Testing shall include certification or confirmation of any positive test result by gas chromatography-mass spectroscopy, or other comparably reliable analytical method, before the results of any test may be used as a basis for any action by the district.

### Confidentiality

1. The test and its results are considered confidential and are the property of the district.

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

### **Enforcement Policy**

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

1. Immediate termination of employment.
2. Suspension of the employee with or without pay for a period time.
3. Refusal to hire a prospective employee.
4. A requirement that the employee enroll in a Company-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment; an employee who does not participate in or complete a rehabilitation, treatment, or counseling program to the satisfaction of the District may be terminated immediately.
5. A requirement that the employee submit to additional tests at any time, with or without cause, including any time after the employee has successfully completed a rehabilitation, treatment, or counseling program; and
6. Other disciplinary measures in conformance with district usual practices, policies, or procedures.

### **Searches and Seizures**

In order to achieve the purposes of this Policy, the district has the right, without notice to search district facilities, property, equipment, vehicles, employee lockers, and work areas. Upon a determination by the district that facts exist which would lead a person to believe that the Policy is being violated, the district may, without notice, search employees and employees' personal property that has been brought onto the premises of the district. The district may seize any controlled substance and may report the same to law enforcement.

## **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

The district is committed to providing a work environment free of discrimination and unlawful harassment. Actions, words, jokes, or comments which exhibit disrespect or are demeaning to an individual's gender, race, ethnicity, age, religion, disability, veteran or marital status will not be tolerated.

The district will not tolerate sexual harassment directed toward any person, irrespective of gender. Sexual harassment includes, but is not limited to, any of the following:

1. Verbal, physical, or visual conduct of a sexual nature or suggestion which is unwelcome. Such conduct has the effect of unreasonable interfering with an individual's work performance, affects tangible job benefits, and may create an intimidating, hostile, or offensive work environment.
2. Explicit sexual propositions, sexual innuendos, suggestive jokes, jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
3. A circumstance where submission to or rejection of such conduct is used as the basis for decisions relating to employment.
4. A circumstance where submission to or rejection of such conduct is a condition of employment, whether spoken or implied.

### **Examples of Sexual Harassment may include any of the following:**

#### **Verbal**

Referring to an adult as a girl, hunk, doll, babe, honey, etc., or other demeaning terms  
Whistling at someone; cat calls  
Making sexual comments or innuendoes  
Telling sexual jokes or stories  
Asking personal questions about social or sexual life



Repeatedly asking out a person who is not interested  
Loud, public, foul or abusive language

### **Non-Verbal**

Looking a person up and down  
Staring at someone  
Displaying sexually suggestive visuals  
Making sexual gestures with hands or body movements

### **Physical**

Touching a person's clothing, hair or body  
Giving a massage around the neck  
Standing close or brushing up against a person  
Grabbing  
Pinching  
Caressing

If you feel that you have been subjected to harassing conduct, contact the district board of supervisors chairperson immediately, or, if you are uncomfortable contacting the chairperson, contact another member of the district board. Harassment is extremely serious misconduct, as is filing a false statement that harassment has occurred. Either engaging in harassment or falsely reporting harassment may result in discipline, up to and including termination. Harassment may also subject the harasser to personal legal and financial liability.

The district practice is to fully investigate any complaints of harassment and to keep such complaints confidential to the extent practicable. However, the district cannot promise anonymity to persons who report harassment. If the district determines that sexually harassing conduct has occurred, appropriate remedial action may be taken up to and including termination.

The district forbids retaliation in any form against anyone who has reported unlawful harassment. The district will take corrective action up to and including termination against employees who harass, embarrass or retaliate in any respect against one who has made a complaint regarding unlawful harassment.

### **SUGGESTIONS**

The district encourages meaningful dialogue with employees at all times.

1. Suggestions. The district appreciates and welcomes suggestions for greater safety or improvement of its operating procedures, including ways to save labor, money, energy, time, materials, etc. Please make suggestions in writing to the district or district board of supervisor's chairperson.

## **POLICY CHANGES AND ADDITIONS**

Changes and additions to this policy must receive the approval of the district board of supervisors. Such changes and additions shall be titled and dated and be in the form of an addendum to this policy. An addendum will typically be in the form of a notice to the employees and will be sent to employees and/or posted at the district office. Copies of all such addendums should be included with the master district policy file for use in the next revision of this policy.

## **GLOSSARY OF TERMS**

### **DEFINITIONS**

The following definitions shall apply throughout these guidelines, unless context clearly requires another meaning.

**ACCOUNTING SUPERVISOR**, defined as the designee to assist in the routine, technical and clerical aspects of personnel administration.

**ALLOCATION (OF POSITION)** The official establishment of a position by the district upon approval of the district board of supervisors, to hire an individual to perform a specified job as defined by a job description and assigned to an established pay range.

**BOARD OF SUPERVISORS** means the elected governing body of district.

**COBRA** (Consolidated Omnibus Budget Reconciliation Act of 1985) requires that continuation of group insurance coverage be offered to covered persons who lose health or dental coverage due to a qualifying event as defined in the Act.

**CLASSIFICATION OR CLASS** means a group of positions sufficiently similar in respect to duties performed, degree of supervision exercised or required, minimum requirements of training, experience, or skill, and other such inherent characteristics, that the same title and the same tests of fitness may be applied to each position in the group.

**CLASSIFICATION PLAN** means a plan for the internal valuation of all positions in the district with an appropriate title, pay grade and pay range.

**COMPENSATION PLAN** means an approved wage scale for the district, including initial, intervening and maximum rates of pay for each class of position.

**COMPENSATORY TIME** means time off of work awarded in lieu of cash for hours worked in excess of the 40-hour workweek. See overtime provisions of these personnel policies and procedures.

**CONFLICT OF INTEREST** means a situation where personal financial interests or loyalty to another party might influence and employee's professional actions.

**DEMOTION** means a reduction in pay, or position and pay, which may result from poor job performance, insubordination, incompetence or other disciplinary actions.

**DISCRIMINATION** means action taken against an applicant for employment or employee because of political or religious opinions or affiliations or because of race, national origin, sex, or any other non-merit factor.

**DISMISSAL** means the termination of employment of an employee.

ELIGIBLE means an individual who is qualified for a position, benefits or privileges in the District under the provision of these guidelines.

EMPLOYEE EXEMPT is defined to mean any person not covered by the overtime provisions of the Fair Labor Standards Act for executive, administrative, or professional employment reasons.

EMPLOYEE, NON-EXEMPT is defined to mean any person covered by the overtime provisions of the Fair Labor Standards Act.

IMMEDIATE FAMILY includes the employee, wife, husband, child, and for the employee and his/her spouse, their mother, father, brothers, sisters, and grandparents.

JOB DESCRIPTION is a written statement describing the duties of a particular position within a department and the minimum requirements needed to perform them.

MINIMUM QUALIFICATIONS means the requirements for training and experience, and other qualifications, to be measured by written and/or oral examinations, or by performance tests and prescribed for a given class in the job specifications. Applicants with fewer than stated minimum qualifications are deemed ineligible or unqualified.

NEPOTISM is favoritism shown or patronage granted by persons in high office to relatives or close friends.

ORIENTATION PERIOD means an at will period of at least twelve (12) months of regular employment or equivalent beginning with the date of appointment. The orientation period is considered the final step in the selection process prior to achieving regular employment status.

POSITION means an office or employment in the district (whether part-time or full-time, temporary or regular, occupied or vacant) composed of specific duties.

PROMOTION means a change in status of an employee from a position in one class to a position in another class having a higher entrance salary or pay grade.

REASSIGNMENT means a change in classification of an employee, for administrative or other reasons not included in the definition of demotion, from a position in one class to a position in another class normally having a lower entrance salary which could result in a reduction in salary.

RECLASSIFICATION means a change from one classification to another classification (either higher or lower) having a different job specification without a reduction in salary.

REDUCTION-IN-FORCE means any separation of an employee because of inadequate funds, change of workload, or lack of work, in which the district discontinues the use of an identified position(s) by eliminating job functions or consolidating job functions with that of another position.

REGULAR EMPLOYEE means an employee whose continued retention has been approved by the district board of supervisors at the completion of an orientation period; either as a full-time or part-time employee.

REHIRE means the return to employment of a former employee who has resigned while in good standing, or who has been separated from the District without prejudice or cause.

REINSTATEMENT means the resumption of employment of an employee who has been on leave of absence with or without pay.

RELATED PARTY is the employee, organizations/persons related to the employee by marriage; blood; or one or more partners in common with the employee having more than 10 percent ownership direct or indirect with employee.

RESIGNATION means the termination of employment at the request of the employee.

SALARY ADJUSTMENT means a change in the rate of pay for an employee to conform to the approved classification or compensation plan.

SALARY INCREASE means an increase in salary within a grade of the compensation plan.

SECURITY CLEARNCE is a USDA initiated background check that is a requirement for access to government computers and networks.

SERIES means a group of positions similarly classified as to title and duties, but with graduations in minimum qualifications and salary rates consistent with the degree of responsibilities.

SUSPENSION means a forced leave of absence without pay for a period not to exceed 60 calendar days in any one year.

TEMPORARY APPOINTMENT means an appointment or rehire for a period normally not to exceed six months.

TRANSFER (interdepartmental) is defined as a move from one District department to another and should not be confused with managerial functions of moving personnel from one section to another within the same department by promotion, demotion or reassignment.

ZONE COORDINATOR An employee or person contracted by the Utah Association of Conservation Districts to assist individual Conservation Districts in any one zone with management, administration and contract responsibilities.

WORKERS COMPENSATION INSURANCE is insurance purchased by an employer for injury and/or loss of work that result from an accident on the job.

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**EMPLOYMENT ACKNOWLEDGMENT**

\_\_\_\_\_ Conservation District

I acknowledge receipt of a copy of the \_\_\_\_\_ Conservation District Employee Handbook. I understand that my employment with the district will be governed by the guidelines contained in the Handbook.

I further acknowledge that the guidelines contained in the Employee Handbook supersede all prior district guidelines and procedures, and all statements or commitments, oral or written, concerning the terms and conditions of my employment. I acknowledge and understand that the district board of supervisors retains the right to rescind, delete or modify the guidelines contained herein and that I will be subject to such revisions, which may be approved by the district board of supervisors. I acknowledge my responsibility to read and follow any modifications or additions to the guidelines distributed to me for inclusion in my copy of the Employee Handbook.

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

\_\_\_\_\_  
Employee (Signature)

\_\_\_\_\_  
Printed Name



**STANDARD CONSERVATION DISTRICT**

**PERSONNEL GUIDELINES**

**ADOPTED**

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Standard guidelines prepared by the UACD for member conservation districts (CD) are applicable only for employees of respective district when CD board has adopted guidelines