

# PERSONNEL & OPERATIONS POLICY MANUAL



SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT  
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Revised[Month, Date], 2024

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**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**1.0 | Personnel Systems and Operational Provisions**

References

- See Utah Code Ann. Title 17D, as amended
- See Summit County Code §2-21-4, as amended

**1.1 Purpose**

*Amended April 3, 2024*

Snyderville Basin Special Recreation District (“District”) is a special service district created pursuant to Utah Code Ann. Title 17D and operating under the laws of the State of Utah and administers public funds. The policies and procedures relative to the personnel working for the District are set as follows:

- To give employees clear, concise information as to their rights, privileges, obligations, and responsibilities.
- To provide the administration direction in dealing fairly and consistently with all employees, volunteers, and patrons.
- To outline the operational policies and procedures for the District, along with associated expectations and responsibilities, in a clear and logical manner.

**1.2 Functions of the Manual**

*Amended April 3, 2024*

It is the policy of the District that this manual be used as an outline of the basic personnel policies and practices, operational policies and practices, and all associated procedures for the District.

1.2.1 This manual contains general statements of District policy, nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The District may add to the policies in the manual or revoke or modify them from time to time. Every effort will be made to keep the manual current, but there may be times when policy will change before this material can be revised.

1.2.2 All manuals are District property and are assigned to employees holding a District position. The Business Manager or their designee is responsible for distribution of the manuals to newly hired employees. Each employee shall sign a statement that they have received, read, and understand the manual. Amendments shall be distributed through the Business Managers or their designee. Each employee shall sign a statement that they have received, read, and understand the amendment.

1.2.3 An Administrative Control Board has been established with the authority to review and recommend changes in the District’s personnel and operations policies. Department managers and supervisors are encouraged to recommend changes or new policies. All policies are to be adopted in final form by the Governing Body of the District. Once adopted, the District Director is responsible for disseminating new policy information to Staff.

1.2.4 The District Director, department managers, and supervisors should refer to the manual whenever questions of policy interpretation or implementation arise. They should, when possible, refer the employee to the policies and exercise caution in copying materials and avoid disseminating fragmented portions of these policies. Issues needing clarification should be referred to the Business Manager.

1.2.5 As used in the manual:

- a. The words “shall” or “will” are to be construed as mandatory and the word “may” as permissive.
- b. Any reference to a specific gender shall be construed to include any gender.
- c. References to specific position titles, either for an individual or group of positions, within the District may include:
  - i. Governing Body – refers to the Summit County Council.
  - ii. Administrative Control Board (the “Board”)– refers to the Snyderville Basin Special Recreation Service District Administrative Control Board, as set forth in Summit County Code §2-21-4 and Utah Code, Title 17D, Chapter 1, Part 3.
  - iii. District Director – refers to the chief executive officer of the District.
  - iv. District Superintendent – refers to the position responsible for the District’s strategic planning, project management, and procurement processes.
  - v. Business Manager – refers to the position responsible for managing all District business operations, financial processes, and human resource functions.
  - vi. Department Managers – refers to any of the managers who provide leadership and oversee the functions and daily operations of a District department.
  - vii. Supervisors – refers to any of the supervisors who provide leadership and oversee the functions and daily operations of a District division under the direction of a department manager.

### **1.3 Applicability of Policies and Procedures**

The policies and procedures set forth herein shall apply to all personnel, except where specifically excluded within the text of individual contracts or elsewhere in this document. If lawful and applicable federal or state governmental regulations concerning elected and appointed officials are contrary to these policies, such governmental regulations shall have precedence. These policies and procedures do not apply to members of boards and commissions, persons engaged under contract to supply professional or technical services, and volunteer personnel who receive no or nominal compensation from the District.

### **1.4 Personnel System Standards**

*Amended April 3, 2024*

The system standards subscribed to by the District shall conform to the following:

- a. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.
- b. Providing equitable and adequate compensation.
- c. Educating employees as needed, to assure high quality performance and justify reasonable performance standards.

- d. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.
- e. Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, military status, disability, sexual orientation, gender identification, and with proper regard for their privacy and constitutional rights as citizens.
- f. Providing information to employees regarding their political rights and prohibited practices under the Hatch Act or related legal guidelines.
- g. Providing a formal procedure for processing the appeals and grievances of employees without discrimination, coercion, restraint, or reprisal.

### **1.5 District Directives**

*Added April 3, 2024*

District Directives shall be employed by the District Director as a means of issuing administrative executive orders focused on providing clarification or direction to employees, volunteers, and patrons regarding operational matters and internal administration.

1.5.1 District Directives shall not contradict or supersede this Manual.

1.5.2 District Directives may include descriptive statements regarding District operations or descriptions of internal work processes. These directives shall be maintained and organized as separate, supplemental documents in support of District policies that have been authorized by the Administrative Control Board and the Governing Body.

1.5.3 The Administrative Control Board or the Governing Body may veto any District Directive.

1.5.4 District Directives shall be approved, amended, or rescinded by the District Director as needed. All District Directives shall be in writing and signed by the District Director.

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

## 2.0 | [Regulatory Compliance & Equal Employment Opportunity](#)

#### References

- See Job Accommodation Website (askjan.org)
- See Rehabilitation Act of 1973, Section 504, as amended
- See Americans with Disabilities Act of 1990, as amended
- See Utah Code §52-3-1 et. seq., as amended

### 2.1 [Purpose – Legal Compliance](#)

*Amended [Month, Date], 2024*

It is the policy of the District to comply with the guidance set forth in Title VII of the Civil Rights Act of 1964 according to Public Law 92-261 approved March 24, 1972; with Executive Order No. 11246, of September 24, 1967; with Title V, Section 503 of the Rehabilitation Act of September 26, 1973 (Public Law 93-112); Americans with Disabilities Act (the “ADA”) of July 26, 1990; Civil Rights Act of 1991; and amendments to the above laws and any other regulation which is or may yet be promulgated relating to fair employment practices.

### 2.2 [ADA– Reasonable Accommodation](#)

*Added [Month, Date], 2024*

#### [2.2.1 Reasonable Accommodation Procedure for Employees](#)

- a. [An employee who requests a modification or adjustment to a job or the work environment based on a qualifying disability under the ADA shall be referred to the Business Manager.](#)
- b. [Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation,](#)
- c. [The employee making the request shall return the following completed forms to the Business Manager:](#)
  - i. [ADA Employee Intake Form \(see Appendix A\)](#)
  - ii. [ADA Medical Questionnaire \(see Appendix B\)](#)
  - iii. [HIPAA Disclosure Form \(Authorization to Disclose Health Information\) \(see Appendix C\)](#)

[2.2.2 The Business Manager shall consult with the District Director, Summit County Attorney’s office, and the Summit County Human Resource Director to determine if an employee has a qualifying disability. The Business Manager may require additional information from the employee or the medical provider prior to providing a determination.](#)

[2.2.3 Once a determination is made, the relevant Department Manager shall be notified of the need for accommodation. The Department Manager shall have seven \(7\) calendar days from receipt of the written determination to hold a meeting with the employee \(and the employee’s supervisor, as needed\) to prepare for the accommodation\(s\).](#)

2.2.4 At the meeting, the supervisor and employee will review the accommodation(s) that allows the employee to perform the essential job functions and implement the accommodation(s) as soon as is reasonably practicable.

2.2.5 The accommodation process is intended to be an ongoing interaction between the Business Manager and the employee.

- a. The Business Manager shall document all consultation meetings with the employee requesting accommodation.
- b. The Business Manager shall not lower performance or productivity expectations or standards to make an accommodation.
- c. An employee with an accommodation is required to follow the same rules, policies, procedures, and standards that other employees are required to adhere to in the work environment.
- d. The Business Manager shall review the accommodation with the employee, Department Manager, and supervisor (as needed) at least annually to discuss whether the accommodation needs to be modified.
  - i. Any accommodation that would pose a significant health or safety risk to an employee or others in the workplace is not considered reasonable.

2.2.6 The cost of an accommodation shall be borne by the Department.

- a. A qualified employee approved for accommodation who wishes to bring medically necessary equipment or devices to work may be allowed to do so with supervisory approval.

2.2.7 Transfers/Reassignments for an employee who can no longer perform essential functions of the position.

- a. If an employee is unable to perform the essential functions of the position with or without accommodations due to a qualifying disability, the Department Manager has 30 calendar days to attempt to transfer or reassign the employee to another intra-department vacant position for which the employee may qualify and where the disability can be reasonably accommodated.
  - i. A Department Manager that is unable to reassign or transfer the employee within the 30-day period shall notify the Business Manager.
- b. Following the 30-day period, the Business Manager (or designee) will have an additional 30 calendar days to evaluate District-wide vacancies to identify a position for which the employee may qualify and where the disability can be reasonably accommodated.
- c. If a position is available for which the employee qualifies, the Business Manager, in consultation with the Department Manager where the vacancy exists, shall inform the employee of the transfer. The employee may decline the transfer and remain on the reassignment list during the 30-day District-wide period. If a transfer is not agreed upon in the 30-day District-wide period, the employee shall be subject to separation.
- d. During either the intra-department or District-wide reassignment periods, the employee may choose to use their accumulated leave as needed. Additional temporary options during these periods will be at the discretion of the District Director.

2.2.8 Job Applicant/Interview Reasonable Accommodations Procedure

- a. Directions will be included in all position announcements which outline the process by which

applicants may request accommodation.

- b. Human Resources shall provide reasonable accommodations to applicants during the application and interview process.
  - i. Requests for reasonable accommodation shall be received by Human Resources at least five (5) calendar days prior to the interview.
  - ii. The process and forms to determine reasonable accommodation will be the same as those outlined in Section 2.2.1.c.
  - iii. Information concerning an applicant who needs a reasonable accommodation in the interview process will be conveyed to the Department by Human Resource staff.
  - iv. A Department shall not lower performance or productivity expectations or standards for an applicant with a disability.
  - v. Before a qualified applicant is denied an employment opportunity because the accommodation required would pose an undue hardship, the Department shall consult with the Business Manager.

### **2.3 Pregnant Workers Fairness Act (PWFA)**

*Added [Month, Date], 2024*

2.3.1 An employee may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to the Business Manager (see subsection 2.2.1). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

2.3.2 Once a determination is made, the relevant Department Manager shall be notified of the need for an accommodation. The Department Manager shall have seven (7) calendar days from receipt of the written determination to hold a meeting with the employee (and the employee's supervisor, as needed) to review the accommodation(s).

2.3.3 At the meeting, the supervisor and employee will review the accommodation(s) that allows the employee to perform the essential job functions and implement the accommodation(s) as soon as is reasonably practicable.

2.3.4 The accommodation process is intended to be an ongoing interaction between the Business Manager and the employee.

- a. The Business Manager shall document all consultation meetings with the employee requesting an accommodation.
- b. An employee with an accommodation is required to follow the same rules, policies, procedures, and standards that other employees are required to adhere to in the work environment.
  - i. Any accommodation that would pose a significant health or safety risk to an employee or others in the workplace is not considered reasonable.

2.3.5 The cost of an accommodation shall be borne by the Department.

[2.3.6 A qualified employee approved for accommodation who wishes to bring medically necessary equipment or devices to work may be allowed to do so with supervisory approval.](#)

## **2.24 Anti-Discrimination**

The District will provide fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, or gender identification and with proper regard for constitutional rights. No class of jobs will be closed to any individual because of the above-referenced criteria.

## **2.35 Compensation**

Employees will be compensated on the basis of equal pay for equal work as determined through a formal job classification system. No individual will receive reduced compensation for equal work on the basis of race, color, religion, sex, national origin, age, military status, disability, sexual orientation, or gender identification.

## **2.46 Nepotism**

*Amended April 3, 2024*

~~It shall be the policy of the District to comply with the Anti-Nepotism provisions of Utah Code §52-3-1 et. seq.~~

### **2.46.1 Employment of relatives and household members prohibited.**

2.46.1.1 “Relative” means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

2.46.1.2 “Household member” means a person who resides in the same residence as the public officer.

2.46.1.3 No supervisor may employ, appoint, or recommend the appointment of a relative or household member in or to any position of employment, when the salary, wages, pay, or compensation of the individual will be paid from public funds, and the individual will be directly supervised by a relative or household member, or be employed within the supervisor’s organizational hierarchy or department, except as follows:

- a. The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations.
- b. The individual will be compensated from funds designated for vocational training.
- c. The individual is a volunteer as defined by the Utah Code Title 67, Chapter 20.
- d. The individual is the only person available, qualified, or eligible for the position.
- e. The District Director determines that the supervisor is the only person available or best



qualified to perform supervisory functions for the individual.

2.46.1.4 No supervisor may directly or indirectly supervise an individual within their organizational hierarchy or department who is a relative or household member when the salary, wages, pay, or compensation of the relative or household member will be paid from public funds, except as follows:

- a. The relative or household member was appointed or employed before the supervisor assumed their position, if the relative's or household member's appointment did not violate the provisions of Utah Code §52-3-1 in effect at the time of their appointment;
- b. The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations.
- c. The individual will be compensated from funds designated for vocational training.
- d. The individual is a volunteer as defined by Utah Code.
- e. The individual is the only person available, qualified, or eligible for the position.
- f. The District Director determines the supervisor is the only person available or best qualified to perform supervisory functions for the individual.

2.46.1.5 When the District Director or department manager supervises a relative or household member:

- a. The supervisor shall make a complete written disclosure of the relationship to the District Director and the Board.
- b. The supervisor who exercises authority over a relative may not evaluate the relative's job performance or recommend salary increases for the relative.

2.46.1.6 No individual may accept or retain employment if they are paid from public funds and they are under the direct supervision of a relative, except as follows:

- a. The individual was appointed or employed before the supervisor assumed their position.
- b. The individual is eligible or qualified to be employed by the District as a result of their compliance with merit system laws or regulations.
- c. The individual is the only person available, qualified, or eligible for the position.
- d. The individual is compensated from funds designated for vocational training.
- e. The individual is a volunteer as defined by Utah Code.
- f. The District Director has determined that the individual's relative is the only person available or qualified to supervise the individual.

## 2.57 Affirmative Action

The District will proactively ensure compliance with Equal Employment Opportunity (EEO) standards and adhere to any applicable federal and state guidelines. ~~The District shall take affirmative action in all aspects of personnel management to ensure compliance with Equal Employment Opportunity standards (EEO). Affirmative Action plans and programs shall be undertaken when deemed necessary by the District Director or Business Manager or otherwise required by a regulatory agency of the State of Utah or the federal government. Implementation shall be at the direction of the District Director.~~



## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 3.0 | Administration

##### References

- See Utah Government Records Access and Management Act (GRAMA), as amended

#### 3.1 **Purpose – Administration of Policies**

*Amended July 13, 2022*

The day-to-day management of personnel activities and operations within the District is the responsibility of the District Director under the direction of the Board. The District Director shall enforce all policies and procedures, which shall include but will not be limited to:

- The administration of the classification and salary schedule.
- The administration of a system of employee performance management.
- Notification of vacancies, recruitment, and selection processes.
- Procedures involving the training and disciplining of employees.
- Maintenance of all personnel records and actions.
- Promotions, demotions, suspensions, and separations.
- Reassignments and reclassifications.
- Make reasonable and practical interpretations in the absence of precedent regarding the meaning and intent of policies, procedures, etc.
- Other actions as prescribed by District rules, regulations, policies, and procedures.

#### 3.2 **Personnel Committee**

*Amended July 13, 2022*

In order to review policies and procedures, job descriptions, grievances, and other items of personnel nature, the Board shall establish a Personnel Committee (PC) as a subcommittee of the Board.

- General Organization:** The PC shall be comprised of three (3) members of the Board appointed by the Chair.
- Chairperson:** In grievance proceedings, the Business Manager shall sit as the Chair but shall be a non-voting member of the PC. A board member can serve as Chair for meetings other than grievance proceedings.
- Authority:** The PC shall have an advisory role only unless otherwise allowed or delegated by the Board or these policies. Personnel policy proposals or recommendations shall be submitted to the Board who shall then make a formal recommendation to the District Governing Body.

#### 3.3 **Management Prerogative**

The District Director and department managers retain the responsibility to exercise all managerial functions, including:

- To assign, supervise, discipline, and dismiss employees.
- To determine and change starting times, ending times, and shifts which are consistent with District

policy.

- c. To transfer employees within other departments within the District and other classifications.
- d. To recommend the size and qualifications of the work force to the District Director and/or Board.
- e. To determine and change methods by which departmental operations are to be carried out.
- f. To assign duties to employees in accordance with the District's needs and requirements and to carry out all ordinary administrative and management functions.

### 3.4 Employee Supervision

3.4.1 ~~It is the policy of the District that~~ The work of all employees is to be assigned, directed, and reviewed by supervisory personnel. Employees ordinarily are to have only one supervisor to whom they report.

3.4.2 A primary role of each supervisor is to provide an effective link between management and non-management employees. As such, supervisors are expected to communicate the goals and policies of management to their employees. At the same time, they are expected to communicate back to management the attitudes, suggestions, and complaints of their employees.

3.4.3 Supervisors must, in addition to mastering the technical skills needed for their work unit, be able to lead and motivate their employees to do their jobs effectively and efficiently. To this end, supervisors should be prepared to:

- a. Treat employees as individuals.
- b. Give recognition for good performance, as well as guidance for correcting mistakes.
- c. Explain in advance when and why changes are necessary.
- d. Recommend employees with growth potential for promotion, even if it means losing them to other departments.
- e. Show integrity by admitting mistakes instead of shifting the blame to others.
- f. Be impartial and let employees know the reasons for any decisions that might be interpreted as unfair.
- g. Demonstrate a desire for good performance by setting work goals and standards for employees.
- h. Perform and complete employee performance appraisals in accordance with District guidelines.
- i. Create a feeling of teamwork and belonging among employees
- j. Set good examples by holding themselves to the standards of conduct and performance that they expect of their employees.

3.4.4 Supervisors are responsible for ensuring that the goals regarding employee conduct and performance established by management are achieved and that the personnel policies established by this manual are implemented. Therefore, they are expected to be involved in:

- a. Recommending the hiring of personnel and overseeing special job training.
- b. Keeping employees informed on factors relating to their work assignments, work progress, and opportunities for advancement.
- c. Evaluating the performance of new employees on a monthly basis throughout the six- (6-) month orientation period, Full-time and Part-time Merit employees annually, and employees who are being terminated.

- d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies.
- e. Scheduling PTO, lunch, and rest breaks.
- f. Approving reimbursement of employee expenses.
- g. Controlling absenteeism and tardiness and approving requests for time off.
- h. Verifying employee time records and approving overtime when necessary.
- i. Recommending job elimination when appropriate.
- j. Complying with applicable federal and state laws and regulations concerning employee safety.
- k. Maintaining neat and orderly work areas.
- l. Implementing all policies and procedures
- m. Ensuring that all rules and regulations are observed by employees.

3.4.5 Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will, in each case, perform any or all of the activities described above or that such activities will be performed uniformly in each case.

### **3.5 Official Personnel Records**

*Amended July 13, 2022*

3.5.1 ~~It is the policy of the~~ District shall maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record-keeping, reporting, and retention requirements.

3.5.2 The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary to conducting District business or which is required by federal or state law or County ordinance.

3.5.3 The Business Manager or designee is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected and how it should be stored and secured. All medical records, immigration records, investigative records, employment eligibility certifications (I-9), as well as all pre-employment screenings and other pre-hire records shall be maintained separate from personnel records.

3.5.4 Employees have a responsibility to make sure their personnel records are up to date and should notify the Business Manager of any changes in at least the following:

- a. Name
- b. Address
- c. Telephone number
- d. Marital status (for benefits and tax withholding purposes only)
- e. Number of dependents
- f. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only)
- g. Beneficiary designations for any of the District's insurance, disability, and retirement plans

h. Persons to be notified in case of emergency

3.5.5 Personnel records shall contain, as appropriate:

- a. Record of application for employment
- b. Reference to transcripts of academic preparation
- c. Performance appraisal ratings
- d. References to any formal reprimand, corrective action, or commendation
- e. Records of actions affecting employee salary, status, or standing
- f. Leave records
- g. Any other information felt to be pertinent by the department manager, District Director, Business Manager, or employee.

3.5.6 The District will, upon written request, supply the employee with a copy of any document it places in the employee's file.

3.5.7 An employee has the right to review, upon written request, the contents of their personnel record as governed by law and may challenge any information contained in the official personnel record but may not remove any of its contents. All challenges must be directed either to the Business Manager or District Director.

3.5.8 If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents, and records pertaining to the case shall be removed from the personnel record and destroyed.

3.5.9 Personnel records are private data and available for review only to the employee and persons authorized by law or as determined by the District Director to have a legitimate "need to know." A log or record of those reviewing personnel records and information shall be maintained together with the reasons for access to the records. All requests for reviews of personnel records shall be in writing, and review shall be done in the presence of the District Director or their designee.

3.5.10 Requests for Information: Information and records management shall be conducted in a manner consistent with the Utah Government Records Access and Management Act (GRAMA), as amended within the Utah Code. Any person requesting information or documents under GRAMA must submit a written request on an approved form detailing the specific information or document requested and the number of copies. Any request asking for information regarding verification of employment, including name, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, numbers of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of present employees, shall be directed to the District Director and shall be deemed public information as provided by Utah law unless otherwise classified.

3.5.11 Any GRAMA request seeking information which can be classified as private, controlled, or protected under the provisions of Utah Code §63-2-302 through §63-2-304, shall be first referred to the Summit County Attorney's Office for review. The County and/or District reserves the right to assess a fee to cover the costs of reviewing, collecting, and copying information requested under GRAMA.

3.5.12 Any request for a reference check on a former or current employee shall be forwarded to the District Director or their designee, who shall issue a response similar to employment verification consistent with the Operational Policies. Under no circumstances shall character judgments be issued during these requests.

3.5.13 Records Retention: All active employee files shall be kept up to date, and the content of the file must be relevant to some aspect of current employment and work history. All records related to inactive or terminated employees shall be retained as required by law, for complete and accurate records of all medical examinations and records of any personal or environmental monitoring of exposure to hazardous materials such records are required by OSHA to be retained for 30 years.

### **3.6 Biometric Information Privacy Policy**

~~Biometric data is personal information about an individual's physical characteristics that can be used to identify that person. The District collects, stores, and uses an employee's fingerprint biometric data for the purpose of timekeeping. The District will not sell, lease, trade, or otherwise profit from such biometric data. Nor will it authorize its timekeeping vendor to engage in any such activity.~~

~~3.6.1 The District will not disclose or disseminate any biometric data to anyone other than the timekeeping vendor unless:~~

- ~~a. The employee or the employee's legally authorized representative provides consent to such disclosure.~~
- ~~b. The disclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative.~~
- ~~c. The disclosure is required for state or federal law or municipal ordinance.~~
- ~~d. The disclosure is required pursuant to a valid warrant or subpoena.~~

~~Biometric data will be stored and protected in a manner as other confidential and sensitive information held by the District.~~

### **3.76 Employment References**

All employment references shall be referred to and provided by the District Director, Business Manager, or designee. The District limits information given in an employment reference to the following:

- a. Verification that the employee worked Full-time or Part-time for the District during a stated period.
- b. A description of the position held.
- c. Verification that the employee achieved a given salary range.

### **3.87 "At-will" Confirmation**

Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the District has implemented or will implement in the future. Accordingly, the District retains the right to establish, change, and abolish its

policies, practices, rules, and regulations at will, and as it sees fit.

### **3.98 Savings Clause**

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.



## **Snyderville Basin Special Recreation District**

### **Personnel & Operations Policy Manual**

#### **4.0 | Position Management**

##### **4.1 Purpose – Position Allocation**

*Amended April 3, 2024*

It is District policy to initiate proposed changes in the number of personnel or reclassification of personnel during the process of budget approvals for the ensuing year or formal budget amendments for the current year. This allows for the most thorough consideration of personnel expenditures and available revenues. The establishment of a position by the District cannot take place without the appropriate budget approval of the Governing Body. No person shall be hired or appointed, and no Full-time Merit employee promoted to any position (exceptions may occur for the occasional emergency/temporary, contractual, or Part-time professional work needs) until it has been properly allocated as follows:

- a. The development or revision of a current job description.
- b. The proper classification of the position and assignment to an established pay range.
- c. Verification that funds are available to support the position, promotion, or change in classification.
- d. The presentation, justification, and approval of the new position or promotion of an employee.

##### **4.2 Job Description**

*Amended April 3, 2024*

The initial content of all job descriptions shall be provided by subject matter experts such as department managers, District Director, supervisors, and incumbent workers through the use of questionnaires, written documents, and related materials. If needed, verification shall be obtained through on-site job audits conducted or coordinated by the Business Manager or their designee. Based upon obtained information, the Business Manager or their designee shall prepare the description in approved format for finalizing. The Business Manager shall utilize the Personnel Committee to review and finalize the description for Full-time positions. All employees will be assigned to a position with an established job description and must be able to meet the requirements for performing the “essential functions” of the position to which they are assigned. Standard formats shall include essential duties and responsibilities and minimum qualifications (training, education, and experience) which may be modified by the Business Manager or District Director from time to time. The description shall be used by the District as the basis for:

- a. The classification of the position and determination of its salary schedule.
- b. Preparation of examinations and for determination as to whether an applicant or employee meets minimum requirements for a particular class of positions.
- c. Preparation of a position announcement soliciting applications from interested individuals for position vacancies.
- d. The orienting of a new employee to the duties and responsibilities of a position to which hired or promoted by an administrative officer, supervisor, or department manager.
- e. The development of performance management objectives and appraisals.

##### **4.3 Classification**

*Amended April 3, 2024*

All District positions are evaluated on a set of common factors (i.e., difficulty of work, complexity, judgment, responsibility, controls over the work, minimum qualifications, education and training, physical environment, etc.) and assigned a comparable salary range. All employees hired on a Full-time or Part-time basis will receive compensation according to the classification of the position for which they are hired. Recommendations for the classification of Full-time positions shall be in writing and must be approved by the District Director.

Recommendations for the classification of Part-time positions shall be in writing and must be approved by the department manager.

#### **4.4 Reclassification**

*Amended April 3, 2024*

If the duties and responsibilities of a position change significantly, the department manager shall submit a request for reclassification to the Business Manager with a draft job description. The Business Manager or their designee will perform an analysis of the job to determine reclassification eligibility.

4.4.1 Reclassification of a position to a class with a lower pay range shall not generally change an employee's salary.

4.4.2 Reclassification of a position to a class with a higher pay range shall be adjusted equitably within the new pay range according to the employee's relevant and related experience, as verified by the Business Manager or their designee, in correlation to the job description.

4.4.2.1 At minimum, the reclassified employee's salary will be no less than their current salary.

4.4.3 The Business Manager shall utilize the Personnel Committee to review and finalize the job description for any Full-time or benefited position.

#### **4.5 Reorganization**

*Amended April 3, 2024*

Reclassification may be required from time to time as a result of reorganization. Circumstances may arise from the reorganization or reclassification process, which requires the abolition of a position, which shall be treated as a reduction-in-force (see Section 7, paragraph 7.3). Reorganization shall also be sufficient cause for reclassification by way of reassignment (see Section 7, paragraphs 7.10). In an effort to minimize the effects of a reduction in force brought about by reassignment, reclassification, or reorganization; the following options shall be considered:

- a. The employee may be assigned to a lesser position.
- b. The employee may be reassigned to another position within the District, depending upon qualifications and available positions.
- c. If the employee's pay is greater than the maximum for the position to which they are assigned or transferred, the employee shall be placed on a salary freeze for a period not to exceed two (2) years. If, during the two- (2-) year period, the employee's rate of pay falls back within the assigned pay range, the

freeze shall be lifted. If, at the end of two years, the employee's pay rate still falls above the maximum of the pay range, that employee's pay rate shall be reduced to the maximum of the assigned position.

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 5.0 | Hiring for New and Vacant Positions

##### References

- See Americans with Disabilities Act of 1990, as amended
- See Drug Free Workplace policy, Utah Code §34-38-8, as amended
- See Immigration Reform and Control Act of 1986, as amended
- See Veteran's Hiring Preference, Utah Code Title 71, as amended
- See District Onboarding Standard Operating Procedures (SOPs)

##### 5.1 [Purpose – Recruiting](#)

*Amended April 3, 2024*

Selecting and advancing employees in the District personnel system shall be on the basis of their ability, knowledge, and skill levels related to the job description for the vacant position. The District Director may execute, with the approval of the Board, written employment agreements for select positions.

##### 5.2 Disqualification

The District reserves the right to reject any application that is incomplete or indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false or misleading statements, or who are found to have engaged in any type of deception or fraud in the application or testing process shall be rejected, subject to discipline, or terminated.

##### 5.3 Testing

*Amended April 3, 2024*

5.3.1 Applicants may be subjected to competitive testing or evaluation, which may include, but are not limited to:

- a. Rating of education and experience
- b. Written, oral, or physical agility tests
- c. Essential function demonstrations
- d. Background investigations
- e. Proof of academic attainment

5.3.2 Applicants for positions that require the worker to operate District vehicles or equipment on public roadways may be required to provide a copy of a State Department of Motor Vehicle driving record. The driving record may be used to assist in the ranking of applicants who meet the minimum qualifications.

##### 5.4 Physical Examination/Drug Testing

*Amended April 3, 2024*

Public health and safety demands that employees be physically able to perform the duties and essential functions of the position for which they are hired. The physical requirements of the job constitute bona-fide occupational qualifications and will be outlined in the job description. The District will make every effort to provide reasonable accommodations for employees and applicants in compliance with the Americans with Disabilities Act (ADA); however, if the requested accommodation creates an undue hardship on the District, it shall not be obligated to provide such.

5.4.1 A physical examination may be required before an applicant is hired or appointed to any District position. The results of the exam will be presented to the Business Manager or their designee, in writing. A disabled applicant may be required to submit to a physical exam only subsequent to a job offer being made and only if all others being hired are required to do the same.

5.4.2 The District may require a medical examination at any time during the employee's work tenure, if there is reasonable suspicion to assure the safety and health of the employee, co-workers, and the public. The District will pay the cost of any required medical examination.

5.4.3 Final candidates for any position may be required to undergo chemical screen testing to determine the presence of controlled substances in the body. Subject to the ADA, any applicant who tests positive, tampers with, or adulterates their sample may be disciplined or disqualified according to these policies and procedures and state law (see Drug Free Workplace policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph 12.8).

## **5.5 Employment Eligibility Verification**

*Amended April 3, 2024*

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of undocumented workers, the Business Manager shall establish an employment verification system and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

5.5.1 The Business Manager or designee shall complete or have completed Immigration and Naturalization Service Form I-9 prior to or on a hired employee's first day of work and verify work eligibility through examining such documents as a United States Passport, birth certificate, social security card, driver's license, an alien identification document, or other qualifying documentation.

5.5.2 Employees must also attest in writing that they are authorized to work in the United States. Forms and all written verifications shall be kept along with other personnel records and shall be kept in accordance with the Government Records Access Management Act. These documents shall be made available to the Immigration and Naturalization Service, or the Department of Labor as requested.

## **5.6 Hiring Procedures**

*Amended April 3, 2024*

5.6.1 When the need arises to create a new position or fill a vacancy for any Full-time or Part-time

position, the department manager shall coordinate with the Business Manager to begin the recruitment process as outlined in this section. No new benefited positions shall be created without the approval of the Administrative Control Board and the appropriate budget approval of the Governing Body.

5.6.2 Upon approval to recruit (and after receiving signed documentation authorizing the creation of a position) from the District Director, the Business Manager or their designee shall prepare, advertise, and post the opening externally and internally. First consideration in filling the vacancy for all merit positions shall be given to current District employees who qualify.

5.6.3 All applications will be received by the Business Manager or their designee. Applications for Full-time or benefited positions will be accepted for a minimum of seven (7) calendar days. If necessary, recruitment may be extended as needed to attract sufficiently qualified applicants.

5.6.3.1 Applications for Part-time Regular, Seasonal, or temporary positions may be accepted upon receipt and do not require a minimum posting period.

5.6.4 Following the closing date of postings for Full-time or benefited positions, the Business Manager or their designee, and the department manager, shall review all applications to determine those that meet the minimum qualifications. Those applicants who qualify shall then be ranked with consideration to factors such as training, education, experience, etc.

5.6.4.1 Following the closing date of postings for Part-time Regular, Seasonal, or temporary positions, the department manager or designee shall review all applications to determine those that meet the minimum qualifications. Those applicants who qualify shall then be ranked with consideration to factors such as training, education, experience, etc.

5.6.5 Upon ranking the applicants, the top candidates for the position will be determined and contacted.

5.6.5.1 For Full-time or benefited positions:

- a. The department manager or their designee(s) will conduct interviews with the top candidates.
- b. Upon the selection of the individual to be hired, the department manager shall submit the name of their choice in writing to the District Director and Business Manager.
- c. Before the development of a formal employment offer, the Business Manager or their designee will conduct an equity analysis based upon candidate experience and qualifications, with consideration to existing employees in similar positions, market analysis, and available budget. The Business Manager or designee will propose a salary based upon the completed analysis to the District Director for approval.
- d. No offer is final until approved by the District Director.

5.6.5.2 For Part-time Regular, Seasonal, or temporary positions:

- a. The department manager or their designee(s) will conduct interviews with the top candidates.
- b. Upon the selection of the individual to be hired, the department manager shall submit

the name of their choice and proposed salary in writing to the Business Manager or their designee.

- c. Before the development of a formal employment offer, the Business Manager or their designee will review the submission for consistency and adherence to established District policy.
- d. Following the Business Manager or designee review, the final offer is approved by the department manager.

5.6.6 Before extending a conditional offer of employment to the finalist, the Business Manager or their designee will review the following:

- a. The results of any physical or medical examinations.
- b. The results of any job-related skills or agility tests.

5.6.7 Included in the conditional offer of employment to the finalist, the Business Manager or their designee will:

- a. Require the necessary background check information be submitted.
- b. Provide the instructions for the finalist's required pre-employment drug screening test (if applicable).
- c. Provide the instructions for the finalist's required motor vehicle report (if applicable).

## **5.7 Veterans Preference**

*Added April 3, 2024*

5.7.1 For purposes of new hires, any eligible veteran of the armed forces of the United States separated from the armed forces under honorable conditions following more than six (6) months of active duty shall, in the final determination of scoring, be given a veteran preference of 5% of the total possible score for eligible veterans and 10% of the total possible score for veterans with a disability of a purple heart recipient, pursuant to Utah Code §71-10-2. This shall be added to the grade earned by such veterans only if the veteran earns a passing score without preference.

5.7.2 Additionally, for purposes of new hires, a preference score added pursuant to Utah Code §71-10-2 for any preference-eligible veteran's spouses or unmarried widows or widowers.

## **5.8 Employee Induction**

*Amended April 3, 2024*

After the new employee is hired, they shall promptly receive [the District Onboarding Standard Operating Procedures \(SOPs\)](#) and a general orientation concerning benefits, compensation practices, personnel policies and procedures, and various employment expectations from the Business Manager or their designee. Job-specific orientation shall be conducted by the immediate supervisor. All new employees must sign a document stating they have read and understand the District's Personnel & Operations Policy Manual.

## **5.9 Orientation Period**

*Amended April 3, 2024*

All appointments to Full-time or benefitted positions within the District, whether new hires, rehires, or reinstatements (affected by reduction-in-force), require an orientation or probationary period during which both the District and the employee can determine compatibility and competence.

This orientation period is designed to acquaint the new employee with the position and allow the employee, supervisor, department manager, and District Director to fairly measure the employee's ability to successfully perform the job.

5.9.1 During the orientation period, the supervisor shall conduct monthly check-ins to coach the employee in their job duties, apprise the employee of their suitability for the position, address areas that need improvement or focus, and determine any employment action to be recommended to the District Director and Business Manager. (see Section 6, paragraph 6.6, Conditional Employees)

5.9.2 The orientation or probationary period for Full-time and Part-time Merit District employees shall be six (6) months in duration, with the period extendable in one (1) month increments up to an additional six (6) months for a good cause, but with the condition that the orientation period employee may appeal any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation period, with or without notice, and with or without cause, by either the employee or the District.

5.9.2.1 During the new hire orientation period, all benefits accrue.

5.9.2.2 At the close of the orientation period, the department manager shall submit a written evaluation based on the employment period to date and the determination of continued employment.

5.9.3 An employee is not eligible for promotion, transfer, or reassignment during the orientation period unless the current department manager and the new department manager have agreed in consultation with the Business Manager to allow the change to occur during the orientation period.

5.9.4 [Employee Development Program \(In-grade Advancement\)](#): Employees participating in an Employee Development Program shall not be required to enter a new orientation period.



## Snyderville Basin Special Recreation District Personnel & Operations Policy Manual 6.0 | Employment Status

### Reference

- See Utah Code Ann. §17-33-1 et. seq. (1953 as amended)

### 6.1 Purpose – Applicability

*Amended January 23, 2019*

All Full-time and Part-time Merit employees, officers, and other personnel not exempted herein, who prior to the effective date of these policies and procedures, have successfully completed the orientation period, are deemed to be fully covered employees under these personnel policies and procedures.

### 6.2 Merit Exempt Positions

*Amended March 3, 2021*

~~It shall be the policy of the District to comply with the County Personnel Management Act as provided in the Utah Code Ann §17-33-1 et. seq. (1953 as amended).~~ The following types of positions have been designated as being exempt from the provisions of the personnel system. Exempt positions may be reviewed annually to determine whether or not their exempt status should be withdrawn based on changes in duties and related factors. Written employment agreements with the District Director may include applicable policies and procedures. Workers in such positions are “at will” and may be separated from employment for reasons other than cause.

- a. District Director.
- b. ~~Each-Select~~ department managers charged by the District Director with the responsibility of assisting to formulate and ~~carry-out~~ manage policy matters.
- c. Members of policy, advisory, review, and appeal boards or similar bodies who do not perform administrative duties as individuals.
- d. Each employee appointed to perform:
  - i. Work that does not exceed three (3) years in duration.
  - ii. Work with limited funding.
- e. Bona fide independent contractors.
- f. Seasonal employees as defined in paragraph 6.8 below.
- g. Contractual personnel hired to perform time-limited services requiring specific professional skills and abilities. Employment contracts shall not be valid until approved and signed by the District Director.

### 6.3 Fair Labor Standards Act (FLSA) Employment Classification

There are two (2) types of employment classes in the District relative to FLSA minimum wage and maximum hour requirements: exempt and non-exempt.

6.3.1 Exempt employees are those in an executive, administrative, or professional position and certain merit-exempt employees. These codes generally include officials, administrators, and professionals.

6.3.2 Non-exempt employees are generally included in all other categories, including (but not limited to) technicians, protective service workers, office and clerical staff, craft workers, operators (semi-skilled), laborers (unskilled), and service workers.

- a. Full-time Merit, Part-time Merit, Part-time Regular, and Part-time Seasonal employees shall be paid overtime if they are non-exempt, and the hours actually worked in the designated week exceed forty (40).
- b. Holidays, PTO, sick leave, and other paid leave such as jury duty, military leave, and funeral leave shall not be counted as time worked for overtime purposes.

Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

#### **6.34 Full-time Merit Employees**

*Amended [Month, Day], 2024*

6.4.1 An employee hired through a competitive process who has satisfactorily met the employment requirements, regardless of FLSA status, is generally working forty (40) hours per week year-round, and has completed the appropriate orientation period, is considered to have full-time status.

6.4.2 Full-time employees are eligible for all the benefit programs, rights, and privileges described in District policies and procedures.

#### **6.45 Part-time Merit Employees**

*Added [Month, Date], 2024*

6.5.1 An employee hired through a competitive process who has satisfactorily met the employment requirements, working at least 20 hours per week but less than 40, and has completed the appropriate orientation period, is considered to have Part-time Merit status.

6.5.2 Part-time Merit employees are eligible for the benefit programs, rights, and privileges described in District policies and procedures based upon hours worked.

#### **6.6 Conditional Employees**

All new Full-time Merit and Part-time Merit employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six (6) months for all employees. Conditional employees who are new employees may be terminated with or without cause. (see Section 5.9 Orientation Period)

#### **6.57 Part-time Regular Employees**

*Amended [Month, Day], 2024*

6.7.1 A Part-time Regular position within the District is determined by the following criteria:

- a. The position is at-will.

b. The position is generally required year-round, but Part-time Regular employees may not work more than 29 hours per week over the Affordable Care Act (ACA) measurement period.

i. These hours are tracked and monitored by Department Managers and Human Resources.

6.7.2 Part-time Regular employees are not eligible for benefits except as required by law.

6.7.3 Part-time Regular employees must have a job description on file with Human Resources.

a. The job description must include an assigned pay grade and range.

6.7.4 Part-time Regular employees are paid on an hourly basis and within the pay range of the grade established by Human Resources.

6.7.5 Time spent in a Part-time Regular position is not considered part of the merit probationary period and does not count toward merit status or any related benefits.

~~Employees expected and scheduled to work less than a yearly average of forty (40) hours per week shall be considered part time.~~

~~a.—Merit Status: Consistent with the provisions of Utah Code Ann. §17-33-8(1)(b)(ix) and paragraph B above, part-time employees hired after August 1, 2015, shall be considered Merit Exempt.~~

~~b.—FLSA Exempt: Part-time employees who are considered exempt under the federal Fair Labor Standards Act (“FLSA”) and under paragraph F below shall be compensated at a fixed rate, based upon the expected hours of work per week for the part-time position they hold. All other part-time employees shall be compensated at an hourly rate in accordance with federal law.~~

~~c.—Benefits: Employees who work less than thirty (30) hours per week shall not qualify for District benefits. Employees who work a yearly average of thirty (30) or more hours per week but less than forty (40) during a measurement period (defined as a look-back period of 12 months) shall qualify for the following benefits only:~~

~~i.—Employees working an average of thirty (30) to forty (40) hours per week shall qualify for health care at the same rate as full-time employees.~~

~~ii.—Mandatory benefits shall be provided as prescribed by law, i.e., social security, workers-compensation, retirement, and unemployment.~~

#### ~~E. Conditional Employees~~

~~All new and promoted employees shall be considered conditional employees and are required to serve an orientation period. The orientation period shall be six (6) months for all employees. Conditional employees who are new hires may be terminated with or without cause.~~

~~Conditional employees who are promoted or transferred and are unable to satisfactorily perform the requirements of the new position during the orientation period may be reassigned to their former position, if available, reassigned to a like position of similar pay grade, or reassigned to a position of lesser pay grade. If a promoted or transferred conditional employee violates District policy and procedures, they may be terminated but shall have all rights of appeal and due processes as defined by these Policies and Procedures (see Section 14).~~

This period is designed to acquaint the new employee with their position and allow the supervisor to assess the employee's performance (see Orientation Period, Section 5, Paragraph H).

#### **F. FLSA Exempt Employee**

There are two (2) types of employment classes in the District relative to FLSA minimum wage and maximum-hour requirements: exempt and non-exempt.

6.6.1 Exempt employees are those in an executive, administrative, or professional position and certain merit exempt employees. These employees will normally be classified in category 1 and 2 according to the EE04 definitions. These codes generally include officials, administrators, and professionals.

6.6.2 Non-exempt employees are generally included in all other EE04 categories. Category 3 includes technicians, category 4 protective service workers, category 5 office and clerical, category 6 craft workers, category 7 operators (semi-skilled), laborers (unskilled), and category 8 service workers.

- a. Full time, part time, temporary, and seasonal employees shall be paid overtime if they are non-exempt and the hours actually worked exceed forty (40).
- b. Holidays, PTO, sick leave, and other paid leave such as jury duty, military leave, and funeral leave shall not be counted as time worked for overtime purposes.
- c. Volunteers and Board Members are exempt from FLSA minimum wage and overtime requirements and will not be considered an employee of the District. They may receive a nominal stipend or reimbursement for expenses.

#### **6.78 Part-time Seasonal Employees**

*Amended [Month, Date], 2024*

6.8.1 A Part-time Seasonal position within the District is determined by the following criteria:

- a. The position is at-will.
- b. The position is seasonal or temporary and employees are hired for a specific timeframe not to exceed six (6) months. They may work up to forty (40) hours per week throughout the designated season but are not to exceed 1000 hours during that period or 1508 hours in a year.
  - i. These hours are tracked and monitored by Department Managers and Human Resources.

6.8.2 Part-time Seasonal employees are not eligible for benefits except as required by law.

6.8.3 Part-time Seasonal employees must have a job description on file with Human Resources.

- a. The job description must include an assigned pay grade and range.

6.8.4 Part-time Seasonal employees are paid on an hourly basis and within the pay range of the grade established by Human Resources.

6.8.5 Time spent in a Part-time Seasonal position is not considered part of the merit probationary period

and does not count toward merit status or any related benefits.

~~Due to the seasonal nature of the work demands placed upon some District departments, the Director may designate certain positions as seasonal roles. Seasonal employees are hired for a specific portion of the year and may work up to forty (40) hours per week throughout the season but no more than 1733 hours in any 10-month period. Upon the conclusion of the high demand period, employees shall be terminated, or furloughed until they are recalled to meet the needs of a new “high need period”. A furlough does not create a vacancy or reduce the number of approved positions. Such employees are not merit employees as described above. All seasonal appointments must be conducted through a competitive recruitment process.~~

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**7.0 | Personnel Actions**

**7.1 Purpose and Expectations**

District employees are expected to act in a professional and courteous manner, to fulfill their job duties, and refrain from any conduct reflecting poorly on the District. District supervisors and managers are held to a higher standard of conduct to ensure that employees can fulfill their job duties in a professional environment.

**7.12 Promotion**

*Amended [month, day], 2024*

A promotion is defined as a change in job title recognizing the increased capacity and responsibility of an employee from a position in one job classgrade to a position in another job classgrade havingwith a higher entrance salary.

7.3.1 Promoted personnel shallmay receive a pay increase commensurate with their abilities, and other employees holding the same or similar position will typically enter the new position at the bottom of their new range. The District Director shall take into consideration longevity, performance appraisals, and budget. ~~Full-time employees shall be entitled to continued benefits notwithstanding the orientation period and conditional status associated with such promotion.~~

**7.23 Layoff (Reduction-in-Force)**

*Amended [month, day], 2024*

7.3.1 Should it become necessary to undergo a reduction of the workforce brought about by a reduction of operating revenues, technological innovation, the discontinuance or reduction of services, or other grounds consistent with the economical and efficient administration of the District, the District Director shall lay off the necessary number of employees considering such factors as, but not limited to:

- a. ~~l~~ongevity,
- b. ~~p~~erformance, ~~and~~
- c. ~~e~~rganizational needs.

7.3.2 A reduction-in-force plan, or decision matrix, will be predicated primarily on the three criteria outlined in section 7.3.1. This decision matrix will be created by the District Director or a designee. The District Director or their designee may also consult with Department Managers before finalizing the reduction-in-force plan. The finished reduction-in-force plan, or ~~The~~ decision matrix, shall be filed with the Business Manager.

7.3.3 Individuals being separated by a reduction in force do not have a right to prior notice.

~~In determining which employees should be laid off, the District Director shall utilize the following sequence-~~

~~to achieve the required reduction:~~

- ~~a. Temporary/seasonal employees (shall be separated or reduced in work hours).~~
- ~~b. Part-time employees (shall be separated or reduced in work hours).~~
- ~~c. Full-time employees (may be separated or offered part-time employment).~~

### **7.34 Abolishment of Job**

If a circumstance should arise requiring the abolition of a certain position, the individual holding that position may maintain their employment status by one of the following:

- a. The employee may be returned to a previous position, if a position is open or allocated by the Personnel Committee at a salary appropriate for the position, which may entail a reduction in pay.
- b. The employee may be promoted based on performance, qualifications, and position availability.
- c. The affected employee may be transferred to another department to fill an open position for which they are qualified, commanding equal or lesser compensation.
- d. If none of the alternatives are available, the employee shall be separated.

### **7.45 Separation**

*Amended [month, day], 2024*

7.5.1 Full-time or ~~benefited Part-time Merit~~ employees ~~with merit status~~ may be subject to separation for cause, reasons of reduction in-force, reduction of work, abolishment of a position, or lack of funds.

7.5.2 An employee placed on disability leave which exceeds 180 days ~~shall~~may be separated from the District at the District Director's discretion.

7.5.3 Otherwise, all employees will be retained on the basis of their performance and separated if inadequate performance cannot be corrected.

7.5.3.1 Full-time ~~benefited or Part-time Merit~~ employees have the right to appeal as outlined in the grievance procedures of Section 14 if they perceive the separation to be unjustified.

7.5.3.2 Part-time Regular, Part-time Seasonal, ~~temporary~~, or Contract Personnel may be terminated "at will" or according to terms of individual employment agreements.

### **7.56 Resignation**

*Amended [month, date], 2024*

Excessive turnover is costly, and therefore, should be avoided.

7.6.1 Competent employees who resign voluntarily should be interviewed by the Business Manager or their designee to determine the reasons for their resignation or the potential for reconsideration.

7.6.1.1 If the reason for the resignation is a misunderstanding or mistake by the District, an effort shall be made to correct the situation.

[7.6.2](#) Employees who resign and desire to leave the District in good standing shall give a minimum of two (2) weeks' notice if they are to be considered for re-employment at a future date.

[7.6.2.1](#) Resignations must be in writing and submitted to the employee's immediate supervisor, the Business Manager, or the District Director.

### **7.67 Job Abandonment or De Facto Resignation**

*Amended April 3, 2022*

An employee who is absent from work for three (3) consecutive workdays and presumed capable of giving proper notifications but does not inform the supervisor may be deemed to have resigned in the absence of proof to the contrary. At the discretion of the District Director, the employee may be informed of the same in writing by the department manager and separated from District employment.

### **7.78 Reinstatement/Rehire**

*Amended [month, day], 2024*

[7.8.1](#) Former employees who left voluntarily and in good standing may be reinstated to a vacant position only when:

[a.](#) Their previous position remains open.

[b.](#) ~~¶~~ Their qualifications and ability indicate a potential for performance that would clearly exceed the expected performance of current and promotable employees.

[7.8.2](#) Previous District experience may be taken into consideration in determining the placement of the employee on the District's salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation.-

[a.](#) The reinstated/rehired employee shall be required to observe the waiting period before being placed on the District's offered insurances. ~~If a reinstated/rehired employee returns to District employment within three (3) months of their separation date, there shall be no change in their PTO accrual index date (date of first eligible employment). If the employee returns after three (3) months, they shall lose at a minimum one (1) year of accrual for PTO.~~

[7.8.3](#) Employees reinstated to the same position shall not be required to complete the six (6) month orientation period if they have already successfully completed this during their prior tenure. Employees rehired into a new position will participate in the orientation period.

### **7.89 Transfer**

*Amended [month, day], 2024*

[7.9.1](#) A transfer is defined as a move from one department to another and should not be confused with the managerial function of moving personnel from one office to another within the same department by promotion, demotion, or reassignment.



7.9.2 Transfer is also a method of filling a vacant position through the transfer of an interested, qualified employee already working for the District. ~~However, e~~

- a. Employees are encouraged to talk with their Department Manager before making such an application.
- b. A transferring employee must qualify for the job to which they are transferring.
- c. Transfers must be approved by the District Director. ~~A transferring employee must qualify for the job to which they are transferring.~~
- d. A transferred employee shall retain all accumulated sick and annual leave. ~~A transferring employee may suffer a loss of base pay due to budget constraints and/or if, in the opinion of the department manager, the transferring employee lacks job knowledge and/or competency equal to current employees in the same job classification whose pay would be less than that of the transferred employee.~~

### **7.910 Reassignment**

*Amended [month, date], 2024*

The effective operation of the District may require periodic changes in work assignments to match functional needs with the capabilities of District personnel.

7.10.1 An employee may be reassigned from one position to a different position within the District. A signed letter shall be drafted and must contain the following:

- a. Duration or timeline (if applicable) for the reassignment.
- b. Detailed outline of the duties while reassigned, or a copy of the job description for the reassigned position.
- c. Any changes to organizational structure or supervision during the reassignment.
- d. Any duties or responsibilities expressly prohibited while reassigned.
- e. Adjustments to the employee's schedule.
- f. Details regarding potential changes to the employee's salary (see below).

A copy of the signed letter shall be included in the employee's personnel file.

7.10.2 Employees reassigned to a position with a higher pay scale shall be moved to the bottom of the new range or receive a five percent (5%) increase, whichever is greater.

7.10.3 If the District reassigns an employee to a position with a lower salary range and the employee's current salary is higher than the maximum range for reassignment position, the employee shall ~~have their pay frozen (See Section 4)~~ continue to receive their current salary for the duration of the assignment.

7.10.3 If the reassignment is requested by the employee, that employee ~~shall~~may suffer a loss of pay consistent with the reduction of responsibility. Employees may request reassignments but must do so in writing to their Department Manager and the District Director.

### **7.101 Performance Appraisals & Documentation**

~~The District Director, department managers, and immediate supervisors shall, in a timely manner, document noteworthy or significant incident behaviors of employees. Such records may be used to support decisions that affect employee status related to job advancement, rewards, discipline, and discharge.~~

~~7.11.1 Timing and Purpose Of Performance Appraisals: All year-round employees will receive an annual Employee Job Plan and Aperformance appraisal.~~

~~7.11.2 Full-time and Part-time Merit employee job plan and appraisal shall be conducted by the employee's supervisor, with input and approval from the Department Manager and District Director, beginning on September 1 of each year and concluding on September 30.~~

~~7.10.2.1 Each employee job plan and appraisal shall also consist of quarterly meetings which are to occur as follows:~~

- ~~a. Last few weeks of December~~
- ~~b. Last few weeks of March~~
- ~~c. Last few weeks of June~~
- ~~d. Month of September, as part of the annual appraisal.~~

~~7.11.3 Full-time and Part-time Merit employee job plan and appraisals shall be conducted by supervisors beginning on September 1 of each year and concluding on September 30. Year-round full-time employee performance appraisals shall be conducted by the department manager, supervisor, or District Director on, or within 14 days of, the employee's date of hire anniversary each year.~~

~~7.11.3.1 Each employee job plan and appraisal shall also consist of quarterly check-in meetings which are to occur as follows:~~

- ~~a. Last few weeks of December~~
- ~~b. Last few weeks of March~~
- ~~c. Last few weeks of June~~
- ~~d. Month of September, as part of the annual appraisal.~~

~~7.11.4 Seasonal Part-time employee job plan and appraisal shall be conducted by supervisors before the end of the quarter that most closely aligns with their seasonal work period (i.e., December, March, June, September).~~

~~7.11.5 All annual performance appraisals Full-time Merit, Part-time Merit, and Part-time Regular annual employee job plan and appraisals shall be used as the basis for the following:~~

- ~~a. To ensure that employees are fully aware of performance standards that apply to their position and jobs description.~~
- ~~b. To allow employees opportunities to express ambitions, observations, ~~and desires~~ and set quarterly goals.~~
- ~~c. To determine training needs (if necessary).~~
- ~~d. To transfer and reassign employees for better use of skills and abilities.~~
- ~~e. To make appraisals for promotions.~~
- ~~f. To discharge incompetent employees.~~

- ~~g. To identify employees to be separated for reduction in force; and~~
- ~~h.d. To make recommendations to the District Director for merit increase in wages/salaries (e.g., merit increase, performance stipends), budget permitting.~~

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 8.0 | Compensation

##### References

- See Fair Labor Standards Act 29 U.S.C. 1985, as amended

#### 8.1 Purpose – Equitability

Compensation for District employees shall be equitable and competitive with the marketplace. The assignment of employees to positions and pay rates shall be consistent with the salary schedule.

#### 8.2 General Wage & Salary Adjustments

*Amended [month, date], 2024*

8.2.1 It is the intent of the District to consider prevailing practices related to cost-of-living adjustments (COLA) and market adjustments in the establishment of wages, salaries, and ranges.

8.2.2 The District Director shall consider annually the appropriate COLA (cost of living adjustment) to recommend to the Board during the budget process.

8.2.3 All cost-of-living increases and salary adjustments are subject to the sole discretion (and the availability of budgeted funds) of the District Director. This shall be communicated to department managers as a percentage of the departmental salary budget for the ensuing year.

8.2.4 ~~Where general, across the board raises are awarded, the raise will be effective on a date determined and approved by the District Director.~~ Adjustments to wage and salary schedules shall be determined through any of the following means:

- Cost Of Living Adjustment (COLA): COLA adjustments, if and when approved, shall be implemented in the first pay period each year, and the District will utilize available cost-of-living index data. All ~~employees, regardless of employment status (for exception, see paragraph “K” following Salary Adjustments and Red Line Rates),~~ Full-time and Part-time Merit employees, shall receive the benefits of such COLA increases.
- Market Adjustment: Market adjustments shall be determined through analysis of market trends as well as salary surveys conducted periodically at the discretion of the District Director. Market adjustments are position-focused and may result in changes to salary/wage ranges for specific positions and are not general in nature.
- Merit Adjustments: Merit adjustments are performance-based and shall be recommended by supervisors/managers to the District Director when an employee demonstrates an improved quality of work, an increased production capacity, an ability to assume increasing responsibility or any other measures that demonstrate an increased value to the District as identified during ~~an employee’s the~~ annual employee job plan performance appraisal.

#### 8.3 Initial Appointment

*Amended [month, date], 2024*

All initial appointments to classes assigned to a wage scale in the salary schedule should be at the range minimum unless the qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same amount, in which case the District Director may approve a starting wage above the range minimum.

#### **8.4 Hourly Rates**

~~Temporary, part-time, and seasonal~~ Full-time and Part-time Merit employees, as well as Part-time Regular and Seasonal employees shall be paid at an hourly rate commensurate with their skills and experience but no higher than that which is established for the position through job classification.

#### **8.5 New Hire Increases**

~~Amended March 3, 2021~~

~~New employees who successfully complete their orientation period and receive an orientation period increase shall not be eligible for any other merit increase until their one (1) year anniversary performance review.~~

#### **8.65 Overtime**

Employees covered under the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. chapter 8 and P.L. 99-150, 1985 as amended), will be credited with overtime for all hours worked over forty (40) in a work week. Time taken as PTO leave, sick leave, funeral leave, compensation time, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.

**8.5.1** It is the District's policy to discourage the accumulation of overtime. Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the District Director, department manager, or immediate supervisor, who shall keep complete records concerning overtime and any compensation thereof. Any time worked over forty (40) hours in any defined work week by an FLSA-covered employee, which the supervisor has approved of, is aware, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.

- a. Positions defined as FLSA exempt, as outlined in Section 6, paragraph G, are not eligible for overtime.
- b. For all non-exempt, FLSA-covered employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one-half (1 1/2) the regular rate of pay for all hours worked in excess of the forty (40) hour work week. It shall be the regular practice of the District to pay overtime in the pay period in which it is earned. However, if authorized by the District Director, an employee may be allowed to accumulate up to a maximum of forty (40) hours of compensatory time per calendar year.
- c. Every department shall be required to request overtime and comp time during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the

amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be retained as required by law.

- d. When a call-out occurs, [or summons to work outside of an employee's normal schedule \(see section 11.9\)](#), as in the case of emergencies, the District shall pay employees a minimum of four (4) hours when they're called out to work outside of their regular work schedule.
- e. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District, shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.
- f. All comp time shall only be paid out in the final pay period of the year it was accrued except in situations relating to separation pay as outlined in paragraph G and in cases relating to FMLA.
- g. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.
  - i. "Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working, and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.
  - ii. PTO, sick leave, comp time, holiday leave, and funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual hours worked.

## **8.76 Separation Pay**

*Amended [month, day], 2024*

[8.6.1](#) When employees separate their employment, they shall be required to return all District property and to clear all financial obligations prior to receiving their final paycheck. Any obligations not cleared shall be deducted from their final paycheck.

[8.6.2](#) The District shall issue a final check, which will include all PTO and all comp time earned in accordance with normal payroll schedules.

[8.6.2.1](#) An exception to this is in the case of involuntary termination, where the District will issue a final check within 24 hours as per Utah law.

[8.6.3](#) ~~The Business Manager shall determine the amount of separation pay to which the employee is entitled according to District policy.~~ Only FICA tax and retirement benefits will be paid on ~~the final~~ the final check, except retirement is not paid on the PTO portion of the payout. ~~The Business Manager shall determine the amount of separation pay to which the employee is entitled.~~

[8.6.4](#) In the event of the death of an employee, final payment shall be made to the employee's beneficiary.

## **8.87 Pay Advancement**

The District will not make pay advances to employees.

## **8.98 Severance Pay**

*Amended [month, day], 2024*

8.8.1 When a Full-time Merit employee is separated from District employment due to a reduction-in-force through no fault of the employee, and when such a separation requires immediate action, thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks' severance pay in lieu of the two (2) weeks' notice.

8.8.2 Employees terminated for cause shall not be eligible for severance pay.

## **8.109 Payroll Deductions & Withholdings**

Payroll deductions other than FICA, State and Federal Income Tax Withholdings, and Garnishments can only be made with the approval of the District Director or their designee and Business Manager on a case-by-case basis.

## **8.140 Total Compensation, Pay Grades & Salary Adjustments ~~and Red-Line Rates~~**

*Amended [month, day], 2024*

8.10.1 The District's total compensation philosophy is to attract, motivate, and retain quality employees through a transparent, performance-based approach to compensation. All new employee pay rates or changes in current employee pay shall be evaluated based on this philosophy, in conjunction with internal pay equity and a competitive external market rate.

8.10.1.1 The Business Manager, or designee, shall be responsible for conducting a market analysis of District positions every three (3) to four (4) years. This analysis shall include an examination of position salaries and other benefits.

8.10.1.2 The Business Manager, or designee, shall maintain a District salary schedule with clearly defined pay grades. Existing District positions will be assigned an appropriate pay grade and reviewed periodically to ensure they are categorized appropriately.

8.10.2 Employee pay cannot exceed the range of the assigned pay grade for their position, unless agreed upon as part of a reassignment (refer to Section 7.10). ~~When the rate of pay of an employee is lower than the minimum prescribed for their classification in the salary schedule, the wage shall be increased to that minimum. When an~~ In the event an employee's pay rate ~~falls above~~ may exceed the established range of the assigned pay ~~range~~ grade through merit increase or other adjustment, that employee's pay shall be frozen for a period not to exceed two (2) years. During the freeze period, the employee shall not be entitled to any general pay increases or cost of living increases until such adjustments bring the individual pay back into the range. If, after two (2) years, the pay still falls above the established pay range, the pay of the individual shall be reduced to the maximum of the pay range of the job classification to which they are assigned ~~may~~, at the District Director's discretion, receive a one-time stipend in lieu of the merit increase or other salary adjustment.

## **8.121 Out Of Classification Assignments**

[8.11.1](#) Employees required to perform in higher level positions due to illness, PTO schedules, seasonal workload, or under-staffing ~~of their offices~~ may, at the discretion of the District Director and upon recommendation of the department manager, receive a temporary increase in compensation which is consistent with the level of the temporary assignment. The out of class assignments must exceed a thirty (30) day period in order to be considered for a temporary increase.

[8.11.2](#) ~~Normally,~~ Out of class duties shall not be allowed to continue beyond a six (6) month period.

[8.11.2.1](#) If the need continues beyond six (6) months, the department manager shall treat the situation as a job vacancy and utilize the promotion or transfer policies to remedy the situation. If no internal remedy is achievable, outside recruitment shall be undertaken.

### **8.132 Additional Assignment**

*Amended [month, day], 2024*

[8.12.1](#) Employees assigned to perform an additional assignment beyond the scope of their job description shall receive a temporary increase to their base pay between 2% and 5%. This additional pay increase shall not be bound by the employee's assigned pay [scale/grade](#).

[8.12.2](#) The additional assignment must exceed a thirty (30) day period in order to be considered for this temporary increase and be approved by the District Director. This is not to be confused with Out of Classification Assignments [\(see subsection 8.11\)](#).

### **8.143 Pay Progression**

*Amended [month, day], 2024*

[8.13.1](#) Salary increases shall be limited to cost-of-living [adjustments \(COLA\)](#), market adjustments, merit adjustments, equity adjustments, and progression from one District position to another.

[8.13.2](#) Salary increases are not a vested right of any employee. Such pay progression shall be accomplished within the current budget as approved by the Governing Body. Upon achieving the maximum of the pay range [for their assigned pay grade](#), the employee shall still be eligible for cost-of-living adjustments, market adjustments to the pay plan, and consideration for performance incentives.

### **8.154 ~~Performance/Incentive/Longevity~~ Awards & Bonuses**

*Amended [month, day], 2024*

In order to promote exceptional public service, outstanding job performance, and encourage employee retention, the District Director may from time to time implement various performance, ~~or incentive, and/or longevity awards or~~ [bonuses systems](#) based on the District's needs and within the Board-approved budget for such incentive programs.

### **8.165 Pay Day**



*Amended [month, day], 2024*

District employees will be paid biweekly on Friday. Pay stubs shall be delivered electronically. If a payday falls on a ~~weekend or bank~~ holiday, employees will be paid on the previous workday.

## Snyderville Basin Special Recreation District

### Personnel & Operations Policy Manual

#### 9.0 | Benefits

##### References

- See Consolidated Omnibus Budget Reconciliation Act (COBRA) Regulations, as amended
- See Utah Code §39-3-1, as amended
- See Federal Family and Medical Leave Act (FMLA), as amended

#### 9.1 [Purpose – Benefitted Employees](#)

*Amended April 3, 2024*

As used in this Section, benefitted employees (i.e., Full-time and Part-time Merit employees), are defined as employees working more than 1560 hours annually. Seasonal employees may be offered health insurance benefits if such employee exceeds 1560 hours during a look-back period of twelve (12) months from the date of hire.

#### 9.2 Group Health Insurance

*Amended April 3, 2024*

The District may pay premiums for health insurance for benefitted employees and their dependents.

The District may pay premiums for dental, long-term disability, life insurance, and accidental death and dismemberment up to a maximum amount designated by the District Director for Full-time and benefitted employees.

~~Non-qualifying p~~Part-time [Regular, Part-time s](#)Seasonal, ~~or temporary employees,~~ contractors, and volunteers are not eligible for any benefits except those required by law or as outlined in this policy.

#### 9.3 Continuation of Benefits

*Amended [month, date], 2024*

~~The District recognizes and follows the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations for insurance coverage after employment by the District for all Benefitted Employees.~~

[9.3.1](#) Benefitted employees separating from District employment will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for “gross misconduct”).

[9.3.1.1](#) The District may assess up to a maximum of two percent (2%) of the premium as an administrative fee. Employees and/or dependents shall be notified within thirty (30) days from the date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits, or benefits will be canceled.

[9.3.1.2](#) Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:

- a. Upon legal separation or divorce from the covered employee.
- b. The death of the covered employee.
- c. When dependents cease to be dependent under the definition of the plan.
- d. When Medicare-eligible employees cease participation in employer-sponsored plans.

[9.3.1.3](#) Insurance cannot be continued beyond any of the following:

- a. The date that premium payments become past due.
- b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits.
- c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan.
- d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

#### 9.4 Leave Status

Paid time off, sick, or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the Full-time Merit employee's forty (40) hour work week.

#### 9.5 Vacation Leave or Paid Time Off (PTO)

*Amended April 3, 2024*

9.5.1 The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid time off (PTO) to Full-time Merit employees.

9.5.2 Full-time Merit or benefited employees begin accruing PTO on the date employment begins. Years of District service, for establishing paid time off accrual rates, shall be based on the employee's Full-time hire date.

9.5.3 Beginning May 6, 2024, accumulation of PTO shall be based upon the following schedule:

PTO Accrual Schedule				
Years of Service	Monthly Hours	Annual Hours	Annual Days	Annual Weeks
0-2.99	8	96	12	2.4
3-6.99	10	120	15	3
7-11.99	12	144	18	3.6
12-17.99	14	168	21	4.2
18+	16	192	24	4.8

9.5.4 For purposes of leave accrual, the Business Manager or their designee shall recognize and establish

an eligible employee's PTO service date at hire based upon prior relevant experience in a comparable benefited position, service in a comparable public merit system, or military service. Employees may receive one year of PTO accrual credit for every two years of qualifying prior experience. The District Director then has final approval of the PTO service date and accrual rates, which shall begin on the employee's Full-time hire date.

9.5.5 For existing eligible employees, the Business Manager or their designee shall establish an employee's adjusted PTO service date (if needed) based upon the same criteria outlined in 9.5.4 and establish a new PTO accrual rate effective May 6, 2024. The District Director then has final approval of the adjusted PTO service date and accrual rates before implementation.

9.5.6 Employees may carry unused PTO over to the next District anniversary year to a maximum of 200 hours of accrued PTO. Accrued PTO in excess of 200 hours shall be forfeited on their District anniversary date following the year in which the leave was accrued.

9.5.7 PTO may not be accrued during a period of time when leave of absence without pay is being granted for reasons other than personal or family-related illness or condition as defined by the federal Family and Medical Leave Act (FMLA) and when an employee has announced their resignation or retirement from the District.

9.5.8 Utilization: The employee's manager must approve in advance all PTO leave. The supervisor may schedule PTO leave so that District operations are not disrupted. PTO may be requested and utilized in increments of two- (2-) hour blocks.

9.5.9 An authorized holiday which falls within the time period of an employee's scheduled PTO shall not be charged as PTO.

9.5.10 PTO is to be taken as time off and there will be no pay in lieu of time off.

9.5.11 Resignation: Upon resignation or retirement, an employee who has successfully completed their orientation period may take the cash value of earned PTO leave (carried over and earned) or time off with pay equal to the number of PTO hours earned. PTO shall not accrue when an employee has announced their resignation or retirement from the District and is using the time off with pay option. Payments made pursuant to this section shall be at the rate of pay current upon termination. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.

9.5.12 Record Keeping: The official record of accrued and used PTO is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Employees are responsible for reviewing their pay stubs. Any discrepancies shall be reconciled directly through the Business Manager or their designee. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

## 9.6 Sick Leave

*Amended April 3, 2024*

Sick leave is accrued for Full-time Merit or benefited employees as a benefit and may be used for personal illness, illness in the immediate family, or during unpaid FMLA leave. Sick leave taken in excess of three (3) working days may require a statement from an attending physician. The District Director and/or department managers must use discretion in approving sick leave while insisting that seriously ill employees stay off the job. Accrued sick leave is a District-owned benefit afforded to those Full-time annual and benefited District employees who become ill or injured and cannot perform their normal duties.

9.6.1 Sick leave shall be earned at the rate of 3.69 hours per pay period of Full-time employment and may be used, with approval, as earned. Sick leave shall not be granted beyond the amount accrued by any employee.

- a. Full-time Merit employees may accrue up to 720 hours of sick leave. Employees who have 720 hours of sick leave may not accrue additional sick leave until their sick leave bank drops below 720 hours.
- b. Sick leave shall not be paid out at the time of separation of employment.

9.6.2 Sick leave shall not accrue during a period in which a leave of absence without pay is being granted for reasons other than personal or family-related illness or condition as defined by the Family and Medical Leave Act (FMLA). Sick leave shall not accrue when an employee has announced their resignation or retirement from the District and is using the time off with pay option.

9.6.3 Requests to the employee's immediate supervisor for the use of sick leave shall be made at or prior to the employee's scheduled reporting time.

9.6.4 Supervisors are charged with the responsibility to approve or deny leave requests and may require the employee to provide evidence of illness or injury.

9.6.5 The official record of accrued and used sick leave is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Any discrepancies shall be reconciled directly through the Business Manager or their designee. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

9.6.6 Workers Compensation: In the event an employee is injured on the job, they must apply for workers compensation. The employee may additionally utilize accrued sick leave in accordance with the following formula: "Gross monthly compensation minus industrial (workers) compensation equals total compensation subject to sick leave utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial (workers) compensation and sick leave, to exceed the employee's regular monthly salary or earnings.

9.6.7 Insurance benefits may be provided for more serious or longer-term illnesses or accidents. While

insurance policies pay 67% of the normal wage, sick leave time and PTO may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit with accrued PTO and sick leave to receive 33% of their normal wage. If no sick leave or PTO time is available, normal insurance proceeds only are payable.

## **9.7 Funeral and Bereavement Leave**

*Amended April 3, 2024*

9.7.1 Funeral and Bereavement leave with pay, not to exceed forty (40 hours), may be allowed for Full-time Merit and benefited employees in the event of the following:

- a. The loss of a spouse, domestic designee (as noted for health insurance), child, parent, grandchild, grandparent, stepparent, stepchild, child-in-law, parent-in-law, sibling, and sibling-in-law.

9.7.2 Bereavement leave with pay, not to exceed eight (8) hours, may be allowed for loss of other family members with the written permission of the department manager.

9.7.3 Twenty-four (24) hours of bereavement leave shall be provided to employees whose pregnancy or partner's pregnancy ended by way of miscarriage or stillbirth.

- a. The end of an employee's pregnancy by way of miscarriage or stillbirth, or the end of an individual's pregnancy by way of miscarriage or stillbirth if:
  - i. The employee is the individual's spouse or partner.
  - ii. The employee is the individual's former spouse or partner; and
  - iii. The employee would have been a biological parent of a child born as a result of the pregnancy.
- b. The employee provides documentation to show that the individual intended for the employee to be an adoptive parent, as that term is defined in Utah Code §78B-6-103, of a child born as a result of the pregnancy or under a valid gestational agreement in accordance with Title 78B, Chapter 15, Part 8, Gestational Agreement, the employee would have been a parent of a child born as a result of the pregnancy.

9.7.4 Employees desiring extended funeral or bereavement leave may request to use comp time, PTO, or leave without pay. Leave without pay may be used only if the employee has no accrued comp time or PTO. Funerals which occur during the use of PTO shall be treated as described in this paragraph and not be charged to PTO.

9.7.5 If a funeral is attended or death occurs while an employee is on a leave of absence, there will be no time off with pay forthcoming.

## **9.8 Holiday Leave**

*Amended April 3, 2024*

9.8.1 The following days have been designated by the District to be paid holidays and apply only to Full-time merit or benefited employees:

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th

9.8.1.1 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

9.8.1.2 Should a holiday occur while an employee is on PTO, the employee will not be charged with PTO the day of the holiday.

9.8.2 Holiday Leave Pay: Full-time and Part-time Merit employees who work on a designated holiday will receive their regular rate of pay and up to eight (8) hours of floating holiday time for Full-time Merit positions or a pro-rated amount for Part-time Merit, which may be taken at any point, with the approval of their manager or supervisor, by the end of the calendar year.

9.8.3 The following shift adjustment compensation shall apply to Part-time Regular and Part-time Seasonal employees if they are scheduled to work on any of the following holidays:

New Year's Day	January 1 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

- a. If a Part-time Regular or Part-time Seasonal employee works on a qualified holiday, he/she will receive compensation at the rate of two (2) times the employee's regular hourly rate for the number of hours worked on that day.
- b. Part-time Regular and Part-time Seasonal positions will not be compensated for the holidays listed above if they do not work on that holiday.

9.8.4 Floating Holiday Leave Pay: Full-time and Part-time Merit employees are entitled to the additional floating holidays outlined below, the hours of which must be used by December 31 and may not be

rolled over or paid out:

- a. Individual employee birthdays will be observed as a paid day off or used as a floating holiday.
- b. Employees are entitled to one additional floating holiday per year in lieu of Juneteenth if actively employed on June 19.
- c. Employees are entitled to one additional floating holiday per year in lieu of Pioneer Day if actively employed on July 24.

9.8.4.1 For Part-time Merit employees, the floating holiday accruals outlined above will be pro-rated according to their position designation (e.g., 0.75 FTE or 0.5 FTE)

## 9.9 Court or Jury Leave

Each Full-time and Part-time Merit employee entitled to paid leave under these rules shall, during regularly scheduled work time only, be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or direction by proper authority, the employee is to appear as a witness in a case involving the federal government, the State of Utah, or a political subdivision thereof, to serve on a jury or as a witness in a grievance/hearing. Witness or juror fees paid to employees on leave with pay shall be returned to the District for deposit in the general fund. Per diem and witness or juror fees may be retained by an employee who elects to use PTO leave while on jury duty or acting as a witness. Absence due to litigation not required by the employee's position but as an individual, shall be taken as PTO, comp time, or leave without pay.

## 9.10 Parental Leave

*Amended January 23, 2019*

Parental leave is associated with the birth of an employee's own child or the placement of a child with the employee in connection with an adoption. The amount of leave under this policy is four (4) weeks. This leave does not supersede other laws that apply to the birth or adoption of a child. (See also *Pregnant Worker's Fairness Act (PWFA)* above, Section 2.3.)

9.10.1 Full-time or Part-time Merit employees may receive up to four (4) weeks of paid, job-protected, leave during the first twelve (12) weeks following birth or adoption.

- a. Notice and Verification: The employee must:
  - i. Provide to his/her department manager and the Business Manager thirty (30) days' written notice of the requested leave (or as much notice as practicable if the leave is not foreseeable).
  - ii. Complete the necessary forms at the time of the leave.
  - iii. File the documents with the Business Manager.

9.10.2 Parental Leave is a benefit of employment, and its use will not be considered as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions under attendance policies.

9.10.3 Upon receiving notice of an employee's need for Parental Leave, the District shall provide the employee with a detailed notice specifying the employee's rights and obligations under District policy



and explain any consequences of a failure to meet these obligations. The notice shall include:

- a. Any requirements for the employee to make or participate in the payment of insurance premiums and the methods for doing so. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.
- b. The employee's reinstatement rights to the same or equivalent job, unless the employee is defined as a key employee under FMLA.

#### 9.10.4 Method of Leave Usage:

- a. Birth of the parent's own child: Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the birth of the child. Parental Leave shall not extend beyond the end of the twelve- (12-) week date from the birth of the child.
- b. Adoption of a child:
  - i. The parents of an adopted child shall receive Parental Leave after the child(ren) has been placed in their home.
  - ii. Parental Leave, if taken, shall be used anytime during the first twelve (12) weeks after the placement of the child(ren). Parental Leave shall not extend beyond the end of the twelve- (12-) week date from the placement of the child(ren).
  - iii. To qualify for Parental Leave, the adopted child(ren) shall be under eighteen (18) years of age.
- c. All leave shall be used in one (1) block of time.
- d. Parental Leave shall run concurrently with FMLA, if applicable.

9.10.5 Parental Leave will be paid at one hundred percent (100%) of an eligible employee's straight-time, regular pay for the specified amount of time outlined in this policy.

- a. Sick leave and PTO accrual shall be allowed in accordance with the District's FMLA policy.

9.10.6 The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of Parental Leave granted for that event.

9.10.7 If both parents are employed by the District, each parent shall receive up to four (4) weeks of Parental Leave.

### **9.11 Family and Medical Leave (FMLA) Without Pay**

*Amended April 3, 2024*

The District will comply with all applicable requirements of the Family and Medical Leave Act of 1993 (FMLA).

9.11.1 Eligibility: All employees who have worked for the District for at least twelve (12) months (which need not be a consecutive twelve-month period) AND have worked for the District at least 1250 hours in the previous consecutive twelve (12) month period qualify for family and medical leave without pay.

9.11.2 Eligible employees may receive up to twelve (12) weeks of unpaid, job-protected leave in any twelve (12) month period for the following reasons:

- a. To care for a child upon birth or upon placement for adoption or foster care.
- b. To care for a parent, spouse, or child with a serious health condition.

- i. When an employee is unable to work because of a serious health condition. A serious health condition is defined as “any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider” (i.e., doctors, podiatrists, dentists, clinical psychologists, optometrists, nurse practitioners, and nurse midwives). In addition, a single event or occasion which results in a regimen of continuing treatment under the supervision of the health care provider qualifies, such as a regimen of medication or physical therapy. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary, and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict or deny the employee’s return to work if the accommodation precludes the employee from fully participating in their job responsibilities or the accommodations required to do so would prove to be an undue hardship on the District.
- c. When a family member is called to serve on active military duty.

9.11.3 Eligible employees may receive up to twenty-six (26) weeks of unpaid, job-protected leave in any twelve (12) month period to care for a family member who sustained an injury or illness in the line of active military duty.

9.11.4 Notice and Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least thirty (30) days’ notice of the need for leave if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave, and the expected duration of the leave. In addition, employees who need leave for their own or a family member’s serious health condition must provide medical certification of the serious health condition within fifteen (15) days after the request or as soon thereafter as is reasonably possible. The District may also require a second or third opinion (at the District’s expense), periodic recertification of the serious health condition [as frequently as every thirty (30) days], and, when the leave is a result of the employee’s own serious health condition, a fitness-for-duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within the established time frame.

9.11.5 District Communication Requirements: Upon receiving notice of an employee’s need for FMLA leave, the District must provide the employee with a detailed notice specifying the employee’s rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:

- a. A statement that the leave will be counted against the employee’s annual FMLA leave entitlement.
- b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so.
- c. The requirement for the employee to use accrued paid leave.
- d. Any requirements for the employee to make or participate in the payment of insurance premiums and the methods for doing so.

- e. Any requirement of the employee to present a fitness-for-duty certificate in order to return to work.
- f. The employee reinstatement rights to the same or equivalent job.
- g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied.
- h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.

9.11.6 Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore, department managers shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. FMLA leave may be taken in half-hour, hourly, daily, or weekly blocks of time.

9.11.7 Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26-week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

9.11.8 Accrued Benefit Impact: Employees' use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, before taking unpaid leave, the employee must first use any accrued PTO, compensatory time, and sick leave during FMLA leave. In calculating the number of leave days used as part of the 12/26-week FMLA limit, all paid leave shall be included. (See Federal Family and Medical Leave Act FMLA)

9.11.9 Defining twelve (12) month period: The District shall use one (1) of four (4) methods as defined by FMLA and may change methods when determined to be in the best interest of the District in terms of administration. However, sixty (60) days' notice must be given to employees of intent to change, and employees must retain the full benefit of 12/26 weeks of leave. The District shall use one of the following:

- a. The calendar year.
- b. Any fixed twelve (12) month period, such as a fiscal year, an employee's anniversary date, or a year which is or may be required by state leave law.
- c. The twelve (12) month period measured forward from the date an employee's first FMLA leave begins.
- d. A rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

The District has opted to use item c, "the twelve (12) month period measured forward from the date an employee's first FMLA leave begins."

9.11.10 Temporary Work Assignments: Where medical necessity dictates the need to use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.

9.11.11 Record-Keeping Requirements: Records retention for FMLA purposes must be maintained in accordance with record-keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three (3) years, which includes the following information:

- a. Basic payroll records.
- b. Dates that FMLA leave is taken.
- c. Hours of FMLA leave.
- d. Copies of employee notification given to the employer.
- e. Copies of employer notices regarding employee rights and obligations.
- f. Copies of District policies and procedures describing benefits and leave provisions.
- g. Premium payments of employee benefits.
- h. Documents pertaining to disputes regarding the designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

## **9.12 FMLA and Disability Leave**

*Amended April 3, 2024*

Family and Medical Leave without pay shall run concurrently and shall begin the first day the employee is not able to work. In the event of long-term disability, health, dental, and life insurance premium payments will be paid by the District for a period of six (6) months from the date of inception of the disability. An employee returning to work after disability leave shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from performing the essential functions of their job or create undue hardship for the District. An employee who cannot return to their regular scheduled job and fully participate in the job's responsibilities after this six (6) month period may be separated from employment with the District.

## **9.13 Military Leave**

9.13.1 Short-term Military Leave is authorized for employees pursuant to the following conditions:

- a. Employees are entitled to 120 hours of military leave per year without loss of regular pay or other benefits. The employee shall take military leave when activated. After the employee has exhausted their 120 hours of military leave, they may take unpaid leave.
- b. Whenever possible, employees who are members of reserve units of the military shall notify the District Director within one (1) week of receipt of an activation notice and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.
- c. Employees requesting short-term military leave may go on leave-without-pay status prior to

using accrued PTO and comp time.

- d. While on short-term military leave, none of the employee's benefits shall accrue, except that health, dental, and life insurance benefits will remain in force.
- e. If the employee does not return to District employment after six (6) months, the District Director may declare the position vacant.

9.13.2 Extended Military Leave Without Pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:

- a. USERRA provides that an individual may serve up to five (5) years in the uniformed services, in a single period of service or in cumulative periods totaling five (5) years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).
- b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.
- c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the District Director.
- d. If, due to a service-connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the Americans With Disabilities Act, reasonable accommodation shall be provided unless doing so would prove to be an undue hardship.

#### **9.14 Administrative Leave**

*Amended April 3, 2024*

9.14.1 In cases of training, hardships, or other cases not provided for in these policies, upon recommendation of the department manager, the District Director may grant short-term leaves at full pay, partial pay, or without pay to Full-time Merit employees.

9.14.2 The District Director may grant a discretionary award of paid administrative leave to Full-time or benefited employees for outstanding performance to encourage support and participation in District work functions and events or participation in wellness programs. The award of paid administrative leave may not exceed ten (10) working days in aggregate over a calendar year and must be used within the same calendar year it is earned unless otherwise designated by the District Director.

9.14.3 The Board shall have the power to grant the same to the District Director.

9.14.4 Administrative Leave is not eligible for payout upon separation from employment.

9.14.5 The approval or denial of such requests is at the discretion of the Director and/or Board and is not subject to appeal.

### **9.15 Recruitment Leave**

*Added April 3, 2024*

Recognizing the competitive and costly nature of the recruitment process, the District supports reasonable efforts to attract, hire, and retain well-qualified employees.

9.15.1 Upon hire, the District Director may grant new-hires a block of Recruitment Leave according to the following schedule:

- a. Positions Grade 16 and above, up to eighty (80) hours.
- b. Positions Grade 15 and below, up to forty (40) hours.

9.15.2 Recruitment Leave must be used within one year of the hire date. Any unused amount beyond that date is forfeited by the employee.

9.15.3 Recruitment Leave is not eligible for payout upon separation from employment.

### **9.16 Retirement**

*Amended January 22, 2020*

The District is a participant in the public employee retirement programs of the Utah Retirement Systems (URS). The District endorses the concept that performance, not age, should be the standard for retaining qualified employees. There shall be no set retirement age from District employment. Contributions into the retirement system shall be made for all employees who otherwise qualify under URS rules.

9.16.1 Employees, at their discretion, may choose to retire any time after they are eligible under provisions of the Utah Retirement Act.

9.16.2 Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.

9.16.3 The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer. All new hires are enrolled into the new non-contributory plan.

9.16.4 All employees who have previously participated with URS prior to July 1, 2011, shall be enrolled in the Tier I retirement.

9.16.5 Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.

9.16.6 Appointed members of the District's Administrative Control Board are classified as part-time and do not qualify for membership in URS.

9.16.7 Part-time Regular and Part-time Seasonal employees (non-benefitted) are not eligible for URS benefits.

9.16.8 The District does not maintain any positions eligible for exemption from retirement coverage.

9.16.9 In an effort to encourage retirement savings by employees, the District has implemented an employer match on Full-time and Part-time Merit employee contributions into the URS 401(k) Plan beginning January 13, 2025.

- a. The employer match is 50% of the employee's first 2% contribution.
- b. Full-time and Part-time Merit employees that choose to defer earnings to the URS 401(k) Plan will receive an employer match contribution deposited to their URS 401(k) Plan only.
- c. All deferrals and employer matching contributions are vested immediately and may only be withdrawn according to plan provisions.

## **9.17 Unemployment Insurance**

The District participates in the State Unemployment Insurance Program as a self-insured employer. Any person terminated for reasons other than cause will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the District.

## **~~9.18 Education Assistance~~**

~~*Amended January 23, 2019*~~

~~When it is determined by the District Director that additional training or education is required for an employee's proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses for that employee.~~

~~9.18.1 If a merit annual employee desires to enhance their own job skills through training or academic pursuits which are viewed by the District Director as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expense reimbursement or coverage.~~

~~9.18.2 Tuition expenses must be budgeted during the District's regular budget process. Employees requesting tuition reimbursement must be employed by the District for a minimum of two (2) years. The District may choose to participate at a rate of fifty percent (50%) of education expenses and may not exceed current IRS limitations for 9.18.3 tax free benefits. Any potential education expenses in excess of current IRS limitations may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force), they will refund to the District monies received for educational assistance based upon the following schedule:~~

<del>Time Period Between Date Of Termination &amp; Conclusion of Educational Course(s)</del>	<del>Percentage of Expenses Reimbursed to District</del>
<del>Less Than One Year</del>	<del>100%</del>
<del>One Year, But Less Than Two Years</del>	<del>75%</del>
<del>Two Years, But Less Than Three Years</del>	<del>50%</del>
<del>Three Years, But Less Than Four Years</del>	<del>25%</del>
<del>More Than Four Years</del>	<del>0%</del>

~~Employees who participate in this benefit shall provide proof of eighty percent (80%) attendance and maintain a C grade or better in all classes at the end of each term or semester.~~

### **9.198 Program & Fieldhouse Membership Benefits**

*Amended March 3, 2021*

The following benefits are available during active employment with the District.

#### **9.198.1 Fieldhouse Membership and Fitness Classes for Employees:**

- a. Full-time Merit: Free
- b. Part-time Merit: Free<sup>1</sup>
- c. Part-time Seasonal: Free
- d. Contract/Special Projects: Free
- e. Board Members: Free

#### **9.198.2 Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren)<sup>2</sup>:**

- a. Full-time Merit: Free
- b. Part-time Merit: Free<sup>3</sup>
- c. Part-time Seasonal (after six months of consecutive work with at least two shifts/week)<sup>4</sup>: Free
- d. Contract/Special Projects: No discount
- e. Board Members: Free

#### **9.198.3 Fitness Programs for Employees:**

- a. Full-time Merit: If space allows, free for employee/spouse/partner/child
- b. Part-time Merit: If space allows, fifty percent (50%) discount for employee, fifteen percent (15%) discount for spouse/partner or child
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: If space allows, free for board member/spouse/partner/child

#### **9.198.4 Youth Programs (Recreation and Fieldhouse):**

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount<sup>5</sup>
- c. Part-time Seasonal: Twenty percent (20%) discount
- d. Contract/Special Projects: No discount
- e. Board Members: Free



9.198.5 Summer Camps (Recreation and Fieldhouse):

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: Twenty percent (20%) discount
- d. Contract/Special Projects: No discount
- e. Board Members: Free

9.198.6 Specialty or Travel Camps:

- a. Full-time Merit: Fifty percent (50%) discount
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Fifty percent (50%) discount

9.198.7 Adult Programs:

- a. Full-time Merit: Case by case
- b. Part-time Merit: Case by case
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Case by case

9.198.8 Partnership Programs:

- a. Full-time Merit: Thirty-five percent (35%) discount
- b. Part-time Merit: Twenty percent (20%) discount Seasonal: No discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Thirty-five percent (35%) discount

9.198.9 Swim Lessons at the Fieldhouse:

- a. Full-time Merit: Free
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Free

9.198.10 Private Instruction Programs:

- a. Full-time Merit: Twenty-five percent (25%) discount
- b. Part-time Merit: Twenty percent (20%) discount
- c. Part-time Seasonal: No discount
- d. Contract/Special Projects: No discount
- e. Board Members: Twenty-five percent (25%) discount

9.198.11 Special Events or Programs:

- a. Full-Time Merit: Free

<sup>1</sup> Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.

<sup>2</sup> Child: a dependent child through age twenty-five (25), including stepchildren. If an employee does not have a spouse, partner, or child to designate, he or she may choose another individual to benefit. The responsibility to ensure proper utilization of the benefit is on the employee's supervisor. <sup>3</sup> Part-time Merit employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

<sup>4</sup> Part-time Seasonal employees qualify for free Fieldhouse membership and fitness classes for spouse, partner, and child(ren) after six (6) months of working consecutive seasons, with at least two (2) shifts per week. <sup>5</sup> A reduced cost is offered only if spaces are available after patron registration for Part-time Merit and Seasonal employees.

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**10.0 | Professional Development**

References

- See Employee Development Plan
- See Current IRS limitations for 9.18.3 tax-free benefits

**10.1 Employee Development Program (In-grade Advancement)**

Added [month, date], 2024

10.1.1 District employees who seek to pursue opportunities to increase their earning potential within their assigned grade may do so by:

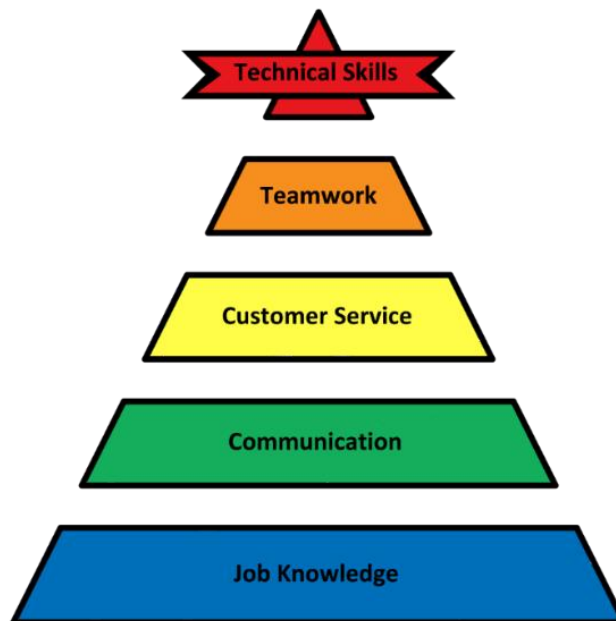
- Improving their skills and job knowledge through participation in a variety of different courses, research projects, self-study, and other opportunities as outlined in the Employee Development Program.
- Demonstrating this added skill and knowledge through clearly defined projects, reports, or other presentations determined at the outset of the Employee Development Program.

10.1.2 A number of department-specific training courses, as well as District-wide and general training opportunities, may be considered as viable options when developing an individual Employee Development Plan. Department Managers are to identify department needs and maintain a list of viable training opportunities (or tasks) for their staff. The Department Manager will assign each of these training opportunities (or tasks) a point value on a scale of one to five (1-5) (five being the most difficult), and which are representative of the required time or complexity required to complete the task.

10.1.3 Interested employees should collaborate with their supervisor and/or manager to identify specific training goals that are compatible with established departmental needs. An Employee Development Plan may then be prepared and submitted to the Business Manager and District Director for final approval before implementation of the plan.

10.1.4 Each Employee Development Plan must complete a set of tasks within the five (5) identified tiers of the Employee Development Pyramid. The tasks within each tier will be assigned a point value based on a scale of one to five (1-5). The point value will be determined by the Department Manager and based on the time needed to complete each task or the relative complexity of each task. The required points for each tier are as follows:

- Technical skills (red): 25 points
- Teamwork (orange): 20 points
- Customer Service (yellow): 15 points
- Communication (green): 20 points
- Job Knowledge (blue): 20 points



10.1.5 The timeframe for completion of each tier will be dependent on the selected tasks as outlined in the approved Employee Development Plan.

10.1.6 Participating employees must complete enough tasks equal to or greater than the point requirements for each tier. Once the point requirements for each tier have been met, a project, test, or presentation is required to showcase the employee's newfound skills and/or knowledge. This project, test, or presentation shall be identified and approved at the outset of the Employee Development Plan.

10.1.7 Once all tiers have been completed, a final capstone project tying all five (5) tiers together will be required in order to fully complete the Employee Development Plan. The capstone project shall be identified and approved at the outset and approval of the Employee Development Plan.

10.1.8 Any salary increase associated with an Employee Development Plan shall not be implemented until all aspects of the plan have been completed in full, verified, and approved by the Department Manager and District Director.

10.1.9 Available budget for each department's Employee Development Program shall be established as part of the annual budget process and may vary based on anticipated or existing budgetary constraints.

10.1.10 The salary increase shall be identified and approved at the outset of the Employee Development Plan and shall not exceed 5% of the employee's salary.

10.1.10.1 Employees who are at or near the red line within the range of their assigned pay grade may qualify for a one-time bonus upon the successful completion of an Employee Development Plan. The bonus amount shall be identified and approved at the outset of the Employee Development Plan and shall not exceed \$2500.

10.1.11 Employees shall only qualify once for an Employee Development Plan (i.e., in-grade advancement) within a given grade.

10.1.12 Department Managers may opt out of the program on an annual basis depending on anticipated or existing budgetary constraints.

10.1.13 As a newly introduced policy and practice, the Employee Development Program will become effective on January 1, 2025.

## **10.2 Annual Training & Professional Education Plans**

Added [month, date], 2024

10.2.1 All Full-time Merit employees interested in ongoing training and/or professional education opportunities will submit an Annual Employee Training and Professional Education Plan to their Department Manager on or before September 15 of each year. All the requested training courses contained in the employee's plan should be for the upcoming calendar year and should include estimated costs for:

- a. Each course including course materials.
- b. Required testing fees (if any) for each course or certification.
- c. Proposed travel expenses for coursework, conferences, seminars, etc.

10.2.2 Any proposed training plan, course work, or professional certification which spans more than one calendar year should be anticipated and detailed on the Annual Employee Training and Professional Education Plan using the sections designated for "Year Two" and "Year Three," including any potential costs as outlined above.

10.2.3 All training requests will be divided into one of two categories, "Business Need" and "Related but Optional." The District Director, Business Manager, and Department Managers will use the following criteria to determine which category any given training request belongs to.

- a. Business Need: Professional certifications, training courses, and/or conferences, as sponsored by a reputable third-party trade organization, professional association, training company, or educational institution, which are deemed fundamental and/or essential to the core functions of an employee's position, as determined in the job description and sanctioned by the District Director.
- b. Related but Optional: Professional certifications, training courses, and/or conferences, as sponsored by a reputable third-party trade organization, professional association, training company, or educational institution, which are deemed relevant and/or correlated but nonessential to the core functions of an employee's position, as determined by the District Director.

10.2.4 Department Managers, along with the District Director, will review all requests and compile them into an annual training plan for the following budget year. Employees will be notified as to the status of their request by January 1 of each year.

10.2.5 If an employee feels strongly that a particular training request merits special consideration for additional and/or denied funding, they may submit a written appeal to the Business Manager. The appeal will need to provide compelling reasons as to why additional funding should be granted to cover the proposed expense. All appeals will be reviewed by the Business Manager and District Director and a decision made in due course.

10.2.6 Any alterations to an employee's regular schedule (or time away from regularly scheduled duties and responsibilities) to accommodate training must be cleared with an immediate supervisor prior to registration or payment for any training event.

### **10.3 Professional Dues**

Amended [month, date], 2024

10.3.1 The District will cover the costs associated with work-related professional fees and/or annual dues, so long as the expenditures are relevant to the employee's professional credentials or assigned responsibilities and approved by the Department Manager and District Director.

10.3.2 Employees will be asked to submit all documentation needed to maintain their current professional credentials to their Department Manager in a timely manner.

10.3.3 It is the responsibility of each employee to monitor the deadlines and renewal dates for their professional fees and/or annual dues. Any late fees or other penalties incurred due to untimely payment requests will be the responsibility of the employee and not the District.

10.3.4 The Administrative Operations Team will keep a running balance of each employee's approved requests and associated payments.

### **10.4 Training Repayment Agreement**

Amended [month, date], 2024

Some training requests may require a Training Repayment Agreement which will be at the discretion of the District Director.

### **10.5 Education Assistance**

Amended [month, date], 2024

When it is determined by the District Director that additional training or education is required for an employee's proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses for that employee.

10.5.1 If a Full-time or Part-time Merit employee desires to enhance their own job skills through training or academic pursuits which are viewed by the District Director as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expense reimbursement

or coverage.

10.5.2 Tuition expenses must be budgeted during the District’s regular budget process. Employees requesting tuition reimbursement must be employed by the District for a minimum of two (2) years. The District may choose to participate at a rate of fifty percent (50%) of education expenses and may not exceed current IRS limitations for 9.18.3 tax-free benefits. Any potential education expenses in excess of current IRS limitations may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force), they will refund to the District monies received for educational assistance based upon the following schedule:

<u>Time Period Between Date of Termination and Conclusion of Educational Course(s)</u>	<u>Portion of Expenses Refunded to District</u>
<u>Less Than One Year</u>	<u>100%</u>
<u>One Year, But Less Than Two Years</u>	<u>75%</u>
<u>Two Years, But Less Than Three Years</u>	<u>50%</u>
<u>Three Years, But Less Than Four Years</u>	<u>25%</u>
<u>Greater Than Four Years</u>	<u>0%</u>

Employees who participate in this benefit shall provide proof of eighty percent (80%) attendance and maintain a C grade or better in all classes at the end of each term or semester.

## Snyderville Basin Special Recreation District Personnel & Operations Policy Manual

### 101.0 | Work Hours

#### 11.1 Purpose

As a means of achieving administrative efficiencies and/or flexible work hours, the District Director may approve alternative and flexible work schedules that meet the needs of the department, provide better customer service, and/or allow for employee work/life balance.

#### 10.11.2 Normal Workday

*Amended July 13, 2022*

The normal workday for personnel will include an unpaid one-half-hour (1/2-hour) meal period and may consist of eight (8), nine (9), or ten (10) work hours based on the workweek format approved by the District Director.

#### 10.21.3 Work Week

*Amended July 13, 2022*

The normal work week will consist of five (5) eight-hour (8-hour) workdays, or four (4) ten-hour (10-hour) workdays, or a 9/8/80 structure based on District Director approval. In any event, a regular work week will consist of 40 work hours.

#### 10.31.4 Attendance

An employee unable to report for duty on a workday due to illness or emergency shall notify their immediate supervisor of the situation prior to their scheduled start time. Missing scheduled workdays without due cause will result in disciplinary action.

#### 10.41.5 Time Sheets

*Amended March 3, 2021*

Non-exempt employees: Non-exempt employees will be required to clock in and clock out daily utilizing the provided time clocks at the Trailside office and the Fieldhouse or with the uAttend mobile application designated timekeeping system if working at a different location. If a punch is missed, it is the responsibility of the employee to document the missed punch within 24 hours. The missed punch(es) may be recorded on a Missed Punch log or manually entered into uAttend. The time sheets will reflect all hours worked and include overtime, PTO, holiday, sick leave, and compensatory time. The supervisor and/or department manager will be required to review and approve all time sheets in uAttend the designated timekeeping system. Time sheets will then be reviewed by the Administration Departmentve Operations Team for payroll processing.

10.41.5.1 Exempt employees: Exempt employees are also required to use the designated timekeeping system to report days worked, PTO, sick time, or holidays used..



**10.41.5.2** Timing: In order to provide for timely payroll processing, all time sheets shall be reviewed and approved by supervisors and/or department managers no later than 5:00 pm on the next business day following the end of the pay period (unless other arrangements have been made with the Administration Department [Operations Team](#)). Exceptions will be made in observance of holidays and unforeseen circumstances.

#### **10.51.6 Show-Up Pay**

An employee who, during a normal workday, shows up for work and is sent home before any time is earned will receive a minimum of one (1) hour straight time pay.

#### **10.61.7 Meal Periods**

*Amended January 23, 2019*

The normal workday shall consist of an unpaid one-half-hour (1/2-hour) meal period. Employees may take up to a two (2) hour unpaid meal period upon approval of the department manager. No lunch period shall be used to shorten the workday to something less than eight (8) hours, nor be used to accrue overtime or compensatory time unless specifically authorized by the department manager and/or District Director.

#### **10.71.8 Rest Periods**

Two (2) ten (10) minute rest periods are allowed to employees daily, usually one in the middle of the first four (4) hour block of the workday and the second in the second four (4) hour block, the last half of the workday. The timing of the ten (10) minute rest periods are optional and generally must be approved by the supervisor. No unused ten (10) minute rest period may be used to shorten the workday.

#### **10.81.9 Call Out**

*Amended July 13, 2022*

An employee who is called out two hours or more before or after their regular shift will receive a minimum of four (4) hours straight time pay. Any employee who is called to work on a day off will receive a minimum of four (4) hours straight time pay.

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**112.0 | Productive Work Environment**

References

- See Utah Code §34-41-101, as amended
- See Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, as amended

**112.1 Purpose – General Conduct**

*Amended [month, day], 2024*

The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create “goodwill” with the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations which may arise. Reports of a negative nature will be investigated by supervisors, and disciplinary actions could result.

- a. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.
- b. Employees are expected to make prudent and frugal use of District funds, equipment, buildings, and supplies.
- c. Employees are to report conditions or circumstances that would prevent them from performing their jobs effectively or completing assigned tasks.
- d. Employees are expected to dress and practice grooming habits consistent with the District’s purpose and which are beneficial in promoting a favorable public image. The District Director is responsible for determining what creates a professional business environment in the District.
- e. The District expects its employees to present a favorable impression during contact with the public. Employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished. The District Director may establish uniform and or logo wear requirements for individual departments or positions as needed. If employees have an article of clothing they would like to wear and said article is deemed suitable by the District Director, the District will pay to have the logo embroidered on the article of clothing owned by the employee.

**112.2 Outside Employment**

District employment shall be the principal vocation of Full-time Merit employees. An employee may engage in outside employment, receive honoraria, or receive paid expenses subject to the following conditions:

- a. The outside employment must not interfere with the efficient performance of the employee’s District position. In the event the District Director determines that the outside employment is interfering with the employee’s District position, the District Director shall notify the employee in writing that the outside employment must cease.
- b. The outside job must not conflict with the interests of the employee’s department or the District.
- c. The outside employment must not be the type that would reasonably give rise to conflicting interests or

duties.

- d. The employee is required to sign a statement concerning outside employment, notify the District Director, and gain approval for acceptable outside employment annually.
- e. If the District Director determines that either the employment or payment could reasonably present a conflict of interest, the District Director shall deny permission. The District Director's decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action.
- f. Employees may jeopardize their employment with the District through unsatisfactory performance appraisals affected by outside employment.

### **112.3 Conflict of Interest**

Employees shall not use their District positions or any influence, power, authority, confidential information derived therefrom, or District time, equipment, property, or supplies for private gain. Employees shall not receive outside compensation for their performance of District duties except in cases of:

- a. Awards for meritorious public contribution publicly awarded.
- b. Receipt of honoraria or expenses paid for papers, speeches, or appearances made by employees with the approval of the department manager or on their own time for which they are not compensated by the District nor prohibited by these rules.
- c. Receipt of usual social amenities, ceremonial gifts, or insubstantial advertising gifts as established by state law (See Section 17, Paragraph B). When an employee's responsibilities require an action or a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict. The District Director may then determine and notify the employee of the status of the potential conflict, either approving of the activity or listing the objections of the District.

### **112.4 Non-Competition**

The District has an interest in preserving the integrity of information created, received, or kept as part of its governmental business and processes. As a result, any employee who is separated from the District shall be prohibited from using information classified as private, controlled, protected, and gained during their employment in any manner which may be contrary to law or adverse to the District when representing their private interests after separation. Further, in order to protect the integrity of the process and to ensure equitable treatment to all persons dealing with the District, former employees who, as part of their District duties, worked with or assisted any group, individual, or entity in achieving benefits from the District, shall not privately represent or assist those same groups, individuals, or entities in District matters for a period of at least six (6) months after separation from the District.

### **112.5 Political Activity**

Except as otherwise provided by law or by rules and regulations promulgated by the State of Utah or the federal government for federally aided programs, District employees may voluntarily participate in political activity subject to the following provisions:

- a. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.
- b. No person employed by the District may be dismissed from service as a result of political opinion or

affiliation.

- c. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the individual freedom of political expression and to allow employees to serve as county party officers and state or county delegates.
- d. No employee may directly or indirectly coerce, command, advise, or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes. No supervisor, department manager, employee, or the District Director, whether elected or appointed, may attempt to make any officer's or employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.
- e. No employee may engage in any political activity during the hours of employment, nor shall any employee solicit political contributions from other District employees during hours of employment. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the employee's choice.
- f. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

## **112.6 Discrimination Based on Protected Classes**

*Amended [month, day], 2024*

112.6.1 Discrimination in any form is a serious offense which will not be tolerated.

112.6.2 Employees may use the **HOTLINE AT 435-336-3050** for any complaints. If this method is used, the caller must be specific as to who is involved and the date and time of the occurrence(s). Please see paragraph 5 below.

112.6.3 Discrimination of a protected class is defined as discrimination of any person because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification, or any other factors protected by law, including women who are pregnant and/or breastfeeding.

- a. Examples of discrimination may include but are not limited to:
  - i. Using racial or ethnic slurs, offensive stereotypes, or making jokes about these characteristics.
  - ii. Recruiting or hiring practices that are influenced by factors other than skills, knowledge, experience, and a candidate's potential for success.
  - iii. Withholding promotion opportunities or applying adverse employee actions based on factors such as those listed in ¶ 3 above.

112.6.4 Discrimination shall result in disciplinary action up to and including termination of employment.

- a. Employees or officials who willfully report a false discrimination claim shall be subject to disciplinary action.

112.6.5 Reporting and Investigating Claims:

- a. If an employee believes they have been subjected to discrimination, they should:
  - i. Make a written record of the date, time, nature of the incident, and the names of any witnesses.
  - ii. Report the incident immediately to any of the following: a supervisor in the employee's chain of command, the District Director, the Business Manager, or the County Attorney's Office, Civil Division.
  - iii. All incidents should be reported regardless of their seriousness. There shall be no retaliation against an employee who, in good faith, reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual, irrespective of whether the complainant was personally subjected to the offending behavior.
- b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:
  - i. Make sure the District's policy is communicated to employees.
  - ii. Immediately report violations to the Business Manager and District Director so that the matter can be investigated.
- c. The District Director, Business Manager, or their designee will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.
- d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

#### **112.6.6 Resolution.**

- a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint and subsequent investigation. If either party to the complaint is not satisfied with the action taken or not taken, they may file a written appeal with the Administrative Control Board through the Business Manager within ten (10) working days of receiving official notification of the case resolution from the District Director or Business Manager.
- b. If the complainant is not satisfied with the Board's decision, they have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

#### **112.7 Sexual Harassment**

*Amended [month, day], 2024*

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

Employees may use the HOTLINE AT 435-336-3050 for any complaints. If this method is used, the caller must be specific as to who is involved and the date and time of the occurrence(s).

~~It is the policy of the District that:~~

~~112.7.1~~ Sexual harassment of coworkers of any type, on or off duty, subtle or otherwise, shall not be tolerated, and violators will be subject to disciplinary action up to and including termination.

~~112.7.2~~ Retaliation is prohibited against any employee(s) who has filed an allegation, testified, assisted in, or participated in any investigation proceeding or hearing relating to sexual harassment under this policy.

~~112.7.3~~ False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

~~112.7.4~~ Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.

~~112.7.5~~ All employees, supervisors and management personnel shall receive training on the sexual harassment policy and grievance procedures during orientation and annually during in service training.

~~112.7.6~~ Prohibited Conduct: Any unwelcome behavior of a sexual nature, whether verbal, non-verbal, or physical, is prohibited. There are two major categories of sexual harassment:

- a. Quid Pro Quo Sexual Harassment: occurs when an individual's submission to or rejection of sexual advances or conduct of a sexual nature is used as the basis for employment decisions affecting the individual or the individual's submission to such conduct is made a term or condition of employment.
- b. Hostile Environment Sexual Harassment: occurs when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates a hostile, intimidating, or offensive work environment even though the harassment may not result in tangible or economic job consequences, that is, the person may not lose pay or a promotion.

~~112.7.7~~ Sexual harassment may be addressed through either a formal or informal process, depending on the level of offense, as described below.

- a. Informal Process (for less severe forms of sexual harassment): Employees who experience or witness sexual harassment may, if they so desire, choose to address the situation informally by notifying the offending individual that the behavior is objectionable, that their conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint. During this process, the victim may:
  - i. Ask their supervisor for assistance in determining what to say and how to approach the offending employee.
  - ii. Request the supervisor accompany them when giving the offending employee notice.

- iii. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
- iv. Ask the supervisor alone to provide notice to the offending employee.
- b. Formal Process (for more severe forms of sexual harassment): Employees who have been subjected to forcible sexual abuse or the intentional unwanted touching of the breasts, buttocks, or genitals are not required to use the informal process and should file a formal complaint.
  - i. This formal complaint may be submitted to a supervisor, department manager, Business Manager, or the District Director.
  - ii. If circumstances involve the immediate supervisor, the employee shall seek assistance through the District Director, Business Manager, or the County Attorney's Office, Civil Division.
  - iii. Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; how the victim would like the matter settled; and what the victim would like to see happen.
  - iv. The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:
    - 1. The District Director
    - 2. The Business Manager
    - 3. County Attorney's Office, Civil Division

**112.7.8 Remedies:** When a sexual harassment allegation reveals credible evidence, the accused shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case. Information contained in the complaint files shall be released only with the written authorization of the victim and the District Director.

**112.7.9 Records:** Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.

**112.7.10 Victim Protection:** Individual complaints, either verbal or written, are confidential. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding. Reprisals are prohibited against any employee who has filed a charge, testified, assisted with, or participated in any manner in an investigation, proceeding, or hearing relating to a sexual harassment claim. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination. Retaliation is an additional and separate disciplinary offense. Retaliation may consist of, but is not limited to:

- a. Open hostility.
- b. Exclusion or ostracism.
- c. Special or more closely monitored attention to work performance.
- d. Assignment to demeaning duties not otherwise performed during the regular course of the

employee's duties.

## **112.8 Drug-Free Workplace**

*Amended July 13, 2022*

A healthy, safe, and productive workforce that is free from the effects of drugs and alcohol is an essential component in maintaining high-quality operations throughout the District. It is the policy of the District that the unlawful manufacturing, distribution, possession, or use of any controlled substances and/or alcoholic beverages in the workplace is expressly prohibited. All processes, procedures, actions, and requirements undertaken or imposed by the District shall be in conformance with Utah Code §34-41-101 et. seq. Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, revised as of February 15, 1994. In order to achieve a drug-free workplace, employees shall be required to participate in controlled substances testing as set forth below:

### **112.8.1 Testing**

- a. All employees shall be required to participate in controlled substances and/or BAC testing under the following circumstances:
  - i. When there is a reasonable suspicion to believe that an employee is in an impaired state as a result of the consumption of drugs or alcohol.
  - ii. When an employee has been involved in an on-duty accident and directed by their supervisor and/or the District Director.
  - iii. Return-to-duty testing.
  - iv. Follow-up testing.
- b. In addition, employees in Safety Sensitive Positions shall be required to participate in controlled substances testing as outlined in paragraph H.1.a above, as well as:
  - i. When an applicant has been extended a conditional offer of employment but before beginning work.

### **112.8.2 On a random basis.**

- a. Definitions:
- b. Alcohol - Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized, or found.
- c. Controlled Substance - Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in Title 58, Chapter 37, Utah Controlled Substances Act.
- d. Drug - Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including Title 58, Chapter 37 Utah Controlled Substances Act, or supplement to any of those compendia.
- e. Drug Testing - The scientific chemical analysis used for the detection of the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.
- f. Random Testing - The unannounced drug testing of an employee in a Safety Sensitive Position who was selected for testing by using a method uninfluenced by any personal characteristics



other than the job category.

- g. Reasonable Suspicion - Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.
- h. Reasonable Suspicion Testing – Drug testing pursuant to an articulated belief based on specific recorded facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.
- i. Positive test - Any test result showing a blood alcohol content of 0.02% or greater or the presence of any controlled substances or their metabolites in the test subject or a sample that has been tampered with.
- j. Refusal to Submit to Testing - Failure to provide adequate breath or urine sample without a valid or verified medical explanation after the employee has received notice that they are being tested and a breath or urine sample is required or engages in conduct that clearly obstructs the testing process.
- k. Safety Sensitive Position - Any position which requires an employee to operate a vehicle or equipment.
- l. Return to duty testing - The drug/alcohol testing, with a verified negative test result for controlled substances or their metabolites, of an employee who has been released back to work after seeking help from a rehabilitation program.
- m. Follow-up testing - The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow-up drug/alcohol testing for a period not to exceed sixty (60) months.
  - i. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

112.8.3 If the employee seeks help prior to discovery, then, confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the District through other means, the employee will be terminated. Discovery begins when an employee has been notified of a random drug test or is directed to be tested following an accident or in the event of reasonable suspicion cases as deemed appropriate by the District Director.

112.8.4 The extent of District assistance, if an employee comes forward prior to discovery, shall be limited to referral to a community resource program with financial limitations as provided in the District health and medical insurance plan.

112.8.5 If an employee is under treatment with a drug that alters their ability to perform the essential functions of a specific position, the employee shall be reassigned if a current job opening exists for which the employee is qualified.

112.8.6 Employees shall not use, be under the influence of, or be in possession of alcohol while on duty, on District premises, or while in District vehicles. District premises include buildings, parking lots,

grounds, and vehicles owned by the District or personal vehicles while being used for District business. Under the influence is defined as having blood alcohol content in excess of 0.02%. This provision does not apply to employees attending events on District property during their private (non-working) time, where alcohol may be permitted.

112.8.7 If an employee in a safety sensitive position is called to work outside the regularly scheduled work period, the employee has the right to refuse to go to work if the employee has used alcohol and feels that they may be impaired. The employee must notify their supervisor if they have consumed any alcohol in the last four (4) hours prior to being called in. Employees exercising this option shall have job security and promotional opportunities protected.

112.8.8 Employees trafficking, selling, using, possessing, or being at the workplace under the influence of alcohol, illegal or illegally obtained controlled substances shall be subject to immediate suspension, and such conduct may be grounds for termination of employment.

112.8.9 When a supervisor makes a determination that there is a reasonable suspicion to believe that an employee is under the influence of or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

112.8.10 Employees performing in safety-sensitive positions are subject to random drug/alcohol tests. The District maintains the right to conduct unannounced inspections of District-owned property, vehicles, workstations, equipment, desks, cabinets, etc.

112.8.11 The District maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.

112.8.12 Failure to cooperate with these detection methods or inspections is grounds for termination of employment.

112.8.13 Upon required testing due to an accident or reasonable suspicion, the employee tested shall not engage in the operation of any District equipment or engage in any employment-related duties which their supervisor deems dangerous to themselves or others until the results of the tests are received, and the employee is released back to work by the District.

112.8.14 If any alcohol test result shows a blood alcohol content of 0.04% or greater, the employee shall be terminated.

112.8.15 If an employee test result shows an alcohol concentration of greater than 0.02% but less than 0.04%, the employee shall not be permitted to perform in a safety-sensitive position for at least twenty-four (24) hours.

112.8.16 If a drug test result shows that the employee has tested positive for a controlled substance, the employee shall be terminated.

112.8.17 If an employee tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the District's expense to determine whether the employee has a drug/alcohol problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The District shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protection from other disciplinary actions.

112.8.18 The District shall require a final applicant selected for a Safety Sensitive position with the District to undergo a drug screening test to detect the presence of illegal drugs, controlled substances, or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District for a period of no less than two (2) years. Such applicant may be considered for future employment after such time and following the documented successful completion of a drug/alcohol treatment program accompanied by a positive recommendation of a health care professional but will be required to undergo a mandatory drug screening test before any future employment offer shall be extended and may be subject to random testing for a period of not more than sixty (60) months.

112.8.19 Employees may direct any questions regarding this policy to the District Director and/or Business Manager.

## **112.9 Nonsmoking Policy**

It is the policy of the District to comply with all applicable federal, state, and local regulations regarding smoking and the use of tobacco products (including e-cigarettes or vaporless cigarettes) in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

112.9.1 The District recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted at all District facilities.

112.9.2 Smoking is prohibited inside all District facilities and vehicles. The District Director or their designee is responsible for implementing and monitoring smoking regulations, and supervisors/department managers are expected to enforce such regulations. The smoking policy applies to employees during working hours and to customers and visitors while on District premises.

112.9.3 Employees who wish to smoke may do so outside of District facilities and vehicles as long as they are at least 25' from any entryway, exit, open or closed window, or air intake.

112.9.4 Employees are expected to exercise common courtesy and respect the needs and sensitivities of coworkers with regard to the smoking policy. However, smokers have a special obligation not to abuse break policies and workplace rules. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the District's grievance procedure. Employees who violate

the policy will be subject to disciplinary action.

112.9.5 The District does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time, off of the District's premises, or in accordance with this policy.

### **112.10 Serious and Communicable Diseases**

It is the policy of the District that employees with infectious, long-term, life threatening, or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees or customers of District services.

112.10.1 Serious diseases for the purposes of this policy include but are not limited to cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, drug-resistant tuberculosis, chronic fatigue syndrome, human immune deficiency virus (HIV), and acquired immune deficiency syndrome (AIDS).

112.10.2 The District will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.

112.10.3 Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform assigned duties, such employees are to be treated like other employees who have disabilities that limit their job performance and will be provided reasonable accommodation as long as there is no undue hardship on District operations.

112.10.4 Employees who are diagnosed as having a serious disease and who want an accommodation shall inform their supervisor, the District Director, or the Business Manager of their condition as soon as possible. Anyone receiving such a report shall respond with compassion and understanding. In addition, they shall review with the employee District policy on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, the District's continuing expectation regarding the employee's performance and attendance, and available benefits.

112.10.5 Employees who have a serious disease and who want an accommodation shall provide the District Director with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The District may also require a doctor's certification of an employee's ability to perform job duties safely. Additionally, the District may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.

112.10.6 The District will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees unless the information is, in the opinion of the District Director, necessary to protect the health or safety of the employee, coworkers, or others.

142.10.7 The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the workplace.

142.10.8 Employees concerned about being infected with a communicable disease by a coworker, customer, or other person shall convey this concern to their supervisor, the District Director, or the Business Manager. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with a supervisor, may be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned employee, that employee may be assigned to work with or perform services for any other employee or customer as required by the District.

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy**  
**123.0| Disciplinary Procedures**

References

- See Standards of conduct policy (need specific reference)
- See Utah Code 17B-1-801 and 803, as amended
- See Section 13.0, Grievance & Appeal Procedure

**13.1 Purpose**

Amended [Insert date] 2024

This policy provides guidance and outlines the procedures to be followed when imposing discipline on Full-time or Part-time Merit employees.

**13.2 Procedures**

Amended July 13, 2022

All care and consideration to the employee shall be given prior to imposing discipline. However, it is the policy of the District to provide and enforce a system of progressive discipline to Full-time and Part-time Merit employees.

13.2.1 Progressive discipline is a method of discipline that uses graduated steps for dealing with problems related to an employee's conduct or performance that do not meet defined standards and policies. The ultimate objective of progressive discipline is to help employees correct conduct problems and resolve performance issues in the earliest stages.

- a. The progressive discipline sequence is verbal warning, written warning, suspension, and termination; demotion may also be used where appropriate.
- b. Deviation from the progressive discipline sequence is permitted based upon the severity of the employee's conduct or performance.

13.2.2 Progressive discipline is not required for severe violations.

13.2.3 Levels of Progressive Discipline

- a. Verbal Warning: oral communication regarding a supervisor's observation of a relatively minor infraction. Verbal warnings should be documented (including the date and a brief summary) and maintained by the supervisor for future reference.
- b. Written Warning: written statement given to an employee that includes notice of the policy violation. Written warnings shall be placed in the employee's official personnel file.
- c. Suspension: a disciplinary unpaid leave of absence. a. A suspension must be for at least one (1) full day.
- d. Demotion: a disciplinary change that results in a reduction of position and pay.
- e. Termination: a disciplinary separation of employment.

### 13.2.4 Disciplinary Process

13.2.4.1 When an allegation or observation is made regarding an employee's conduct which may trigger a disciplinary action (not including verbal warnings):

- a. The supervisor shall inform the Department Manager, Business Manager, and District Director.
- b. The Business Manager, or designee, shall inform the County Attorney's office of the allegations prior to any disciplinary action or disciplinary decision being made.
- c. Paid or unpaid administrative leave may be used where necessary. The District Director may place an employee on paid or unpaid administrative leave during the disciplinary process. An employee on paid administrative leave will remain available to the District during normal work hours.
- d. Conduct an internal investigation into the allegations to ascertain any and all evidence in support of or relevant to the allegation.
- e. Prepare a Disciplinary Notice of Intent. The notice shall contain specific written notice of the alleged policy violation(s) and an explanation of the facts. The notice shall include the following:
  - i. Date of the notice
  - ii. Level of potential discipline
  - iii. Applicable policy references
  - iv. Explanation of the alleged policy violation(s) and an explanation of the facts
  - v. Date the potential disciplinary action is imposed
  - vi. Discipline history including dates and level of discipline
  - vii. A copy of [14.0 Grievance & Appeals Procedure].

13.2.4.2 A Pre-Determination Meeting is required for a planned suspension, demotion, and/or termination. The meeting shall be held with the person who issued the Disciplinary Notice of Intent (or designee) no sooner than three (3) calendar days after receipt of the Disciplinary Notice of Intent.

- a. The meeting is an opportunity for the employee to provide a response to the Disciplinary Notice of Intent, including an opportunity to correct factual mistakes and to address the proportionality of potential discipline.
- b. The employee may be represented at the meeting.
- c. The employee can provide supporting evidence, including witness statements, but witnesses are not allowed to be called.
- d. An audio recording of the meeting shall be made and retained by the District until the employees grievance appeal rights have been exhausted.
- e. An employee may elect to waive the meeting in writing.

13.2.4.3 A written decision shall be issued by the District within a reasonable period of time. Based on the pre-determination meeting, additional investigation may be conducted. For decisions imposing discipline, the employee shall be provided with a copy of section 13.0 Grievance & Appeal Procedure.

- a. For decisions imposing discipline, the Disciplinary Notice of Intent and the written decision

- shall be sent to HR for inclusion in the employee's official personnel file.
- b. An employee may choose not to file a grievance appeal and instead provide a written response to the discipline, which is included in the employee's official personnel file. The response must be filed with the Business Manager within seven (7) calendar days of receipt of a written warning or notice of intent.
- c. The parties may waive or extend any of the time limits by written agreement.
- d. The District Director may extend any of these time limits by up to 14 calendar days for good cause.

### **12.1 Disciplinary Action**

~~PROGRESSIVE DISCIPLINE IS NOT REQUIRED. The disciplinary action taken shall be deemed appropriate by the employee's department manager or the District Director ("Supervisor(s)") pursuant to Title 17 Utah Code Annotated. It is the responsibility of all employees to observe regulations necessary for the proper operation of District government functions. Administrative procedures have been established for the handling of disciplinary measures such as reprimand, suspension, demotion, and discharge. The supervisor and the District Director, Business Manager, or other District representative shall be present when charges are presented to an employee. All such measures which affect employment status or compensation of an employee shall follow the presentation of charges to the employee and an opportunity for the employee to be heard. Charges and causes for action shall include, but not be limited to, those listed below:~~

- ~~a.—Insubordination or refusal to comply with a lawful instruction unless such instruction is injurious to health or safety.~~
- ~~b.—Conviction of a felony while an employee of the District.~~
- ~~c.—Indulging in offensive conduct or using offensive language towards the public or toward District officers or employees during the performance of their duties.~~
- ~~d.—Deliberate or careless conduct endangering the safety of the employee, other employees, or the general public. Horseplay is explicitly prohibited.~~
- ~~e.—Intentionally inducing or attempting to induce any employee in the service of the District to commit an unlawful act or a violation of District regulations, official policy, or departmental directives.~~
- ~~f.—Using, threatening to use, or attempting to use, personal or political influence in an effort to secure special consideration as a District employee.~~
- ~~g.—Incompetency and inefficiency in the performance of job duties.~~
- ~~h.—Carelessness or negligence with District monies, equipment, or property.~~
- ~~i.—Theft or intentional destruction of District property.~~
- ~~j.—Intentional falsification of personnel records, time reports, or other District records.~~
- ~~k.—Being under the influence of drugs or alcohol while on duty.~~
- ~~l.—Sleeping on duty; and~~
- ~~m.—Improper use of District equipment, including the violation of Communication policy. See Section 16.~~

~~For violation of any of the preceding rules and regulations, the employee may be subject to either immediate suspension without pay or other disciplinary action.~~

### **12.2 Process**

*Amended January 22, 2020; July 13, 2022*



~~All care and consideration to the employee shall be given prior to imposing discipline. When an allegation or observation is made regarding an employee's conduct which may trigger a disciplinary action, Supervisors shall ensure the employee is given notice of the allegation, an opportunity to respond to the allegation and be heard on the matter and notice of a final disciplinary decision. To achieve these goals, for disciplinary measures beyond Verbal Warnings or Written Reprimands, Supervisors shall:~~

- ~~a. Inform the Business Manager, District Director, and the County Attorney's Office of the allegation(s) prior to any action or any disciplinary decision being made.~~
- ~~b. Where necessary, suspend the employee with pay pending an investigation.~~
- ~~c. Conduct an internal investigation into the allegations to ascertain any and all evidence in support of or relevant to the allegation.~~
- ~~d. Upon completion of the investigation, prepare a written letter addressed to the employee outlining all allegations and the evidence in support of the allegations. The letter shall be approved by the Business Manager, the District Director, and the County Attorney's Office prior to dissemination.~~
- ~~e. Provide the employee with the written letter and set a date to have the employee meet with the supervisor and either the Business Manager or the District Director to discuss and respond to the allegations. The meeting time shall be set so as to provide the employee sufficient time to thoroughly review the allegations and consult with representation prior to the meeting.~~
- ~~f. Meet with the employee and allow the employee to respond to all allegations verbally or in writing. Supervisors shall take the employee's responses into consideration prior to making any final disciplinary determination.~~
- ~~g. After meeting with the employee, if any follow up investigation is required or necessary to confirm or corroborate information, the supervisor shall finalize the investigation.~~
- ~~h. Once finalized, the supervisor shall again contact the Business Manager, the District Director, and the County Attorney's Office, notifying them of the contemplated disciplinary decision, and shall receive their approval prior to imposing the discipline, if any.~~
- ~~i. The disciplinary decision shall be presented to the employee in person and in written form, with a copy given to the employee and the Business Manager.~~

### **12.3 Types of Discipline**

*Amended January 23, 2019; January 22, 2020*

~~13.3.1 Verbal Warning: Whenever grounds for disciplinary action exist, and the supervisor determines that more severe action is not immediately necessary, they should orally communicate to the employee the supervisor's observations of the deficiency demonstrated at the time of the action and document the event with the supervisor's notes. All such notes shall be maintained in the supervisor's personal-employee file for future reference. If corrective action is utilized, see paragraph "D".~~

~~13.3.2 Written Reprimand: Pursuant to Title 17, Utah Code, supervisors may reprimand an employee in writing when, in the judgment of the supervisor, the employee violates these policies, terms or conditions of employment, or reasonable employer expectations. Any supervisor writing a letter of reprimand shall have the letter reviewed by the District Director and the County HR Attorney. Signed copies will be provided to the supervisor and the employee. One copy will become a part of the employee's personnel file. Such reprimands must be communicated person to person and discussed, and a remedy clearly expressed between the supervisor and employee. If corrective action is required by~~

the supervisor, see Corrective Action, paragraph “D.”

#### ~~12.3.3 Suspensions:~~

- ~~a.—With Pay. Suspensions with pay shall be issued only prior to a disciplinary decision being made, not as a form of discipline. Employees alleged to have engaged in conduct which warrants discipline may be suspended with pay pending an investigation into the allegations and a final disciplinary decision. In the event the suspension is to last for more than three (3) days, the employee shall be notified of the suspension in writing and shall immediately cease all work for the District until notified otherwise. Suspension with pay should not exceed thirty (30) calendar days.~~
- ~~b.—Without Pay. Suspensions without pay may be issued as a disciplinary measure for employees who engage in wrongful conduct. Suspensions may be up to thirty (30) calendar days for each disciplinary action. Supervisors contemplating such action must first consult with the District Director and the County Attorney’s Office and provide the employee an opportunity to be heard. The employee shall be furnished with a written copy of the reasons for and terms of the suspension.~~

~~12.3.4 Demotion: The District Director may, after consulting with the County HR Attorney, demote and/or reduce in grade, with reduction of compensation, any employee in the District for the good of the District or as a disciplinary measure for cause.~~

~~12.3.5 Discharge: The District Director may, after consulting with the Business Manager and County Attorney’s Office, discharge for cause any regular employee in the District by delivering a written statement of reasons for discharge to the employee concerned with a copy to be placed in the employee’s personnel file. No discharge shall be administered without a suspension and a formal investigation.~~

- ~~a.—All discipline shall be administered on a case by case basis, with the most severe penalty being discharged from District employment. No employee may be discharged from employment as a result of a change in the appointed administration of the District (Board) or for the political expediency of an elected officer (Governing Body), except where specifically provided by statute, contract, or terms of formal agreement provide as a condition of employment. Neither shall any employee be removed from employment by means of job reclassification or transfer of job function when the evident purpose of the action was primarily for the purpose of terminating the employment relationship~~

#### **12.4 Appeal**

Any employee subject to disciplinary action or discharge under the provisions of the above policies may appeal through formal grievance procedures as prescribed in Section 13 of these policies and procedures.

#### **12.5 Corrective Action**

When an employee’s performance does not meet established standards for reasons other than willful misconduct, appropriate corrective action shall be taken in accordance with the following rules:

- a. ~~The supervisor shall discuss the substandard performance with the employee in an attempt to discover the reasons for such performance and to plan an appropriate solution.~~
- b. ~~Appropriate corrective actions include but are not limited to a period of probation during which closer supervision and training are present, a referral for personal counseling, reassignment, transfer, use of appropriate leave, or career counseling.~~
- c. ~~During the implementation of a corrective action plan, the supervisor shall frequently evaluate and document the employee's progress under the imposed plan.~~

~~At the conclusion of the corrective action or probationary period, the supervisor shall notify the District Director, in writing, of the conclusion and the employee's success or failure, along with their recommendation moving forward.~~

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy**  
**134.0 | Grievance and Appeal Procedure**

References

- See Utah Code §17-33 et seq., as amended
- See Utah Code §17-53-106, as amended
- See Utah Rules of Civil Procedure, as amended
- See Section 12.0 Productive Work Environment

**14.1 Purpose**

The process described here outlines the rules, regulations, and procedure necessary for administering and resolving employee grievances in a fair, equitable, and efficient manner.

**14.2 Grievance Appeal Bodies**

14.2.1 Personnel Committee: A Personnel Committee (PC) (refer to section 3.2) shall be appointed by the Board Chair and comprised of three (3) members. The Business Manager or designee shall act as chair of the PC and shall not vote unless needed to break a tie.

14.2.1.1 The PC shall hear appeals not resolved at lower levels in the cases of a Full-time or Part-time Merit employee receiving written warning, suspension without pay, demotion, or termination.

14.2.1.2 The PC shall report final binding appeals decisions in writing to the Board.

14.2.2 Career Service Council: A three (3) member bipartisan Career Service Council (CSC) shall be appointed by the Governing Body. The Governing Body may appoint as the District CSC, the same CSC used and established by Summit County. The Governing Body may appoint alternate members of the CSC to hear appeals that one or more regular CSC members are unable to hear.

14.2.2.1 The CSC shall hear appeals not resolved at lower levels in the cases of a Full-time or Part-time Merit employee receiving suspension without pay, demotion, or termination.

14.2.2.2 All allowable appeals from the PC shall be in writing and shall be heard by the CSC of the District.

14.2.2.3 The CSC may request the assistance of a hearing officer or an administrative law judge (ALJ) to conduct the hearings before them.

14.2.2.4 The hearing before the CSC shall be recorded and shall be the final hearing of record. The decision of the CSC shall be issued in writing and shall be the final and binding decision of the District.

14.2.3 Administrative Law Judge: The CSC may refer an appeal to an Administrative Law Judge (ALJ) for a recommendation. Upon the recommendation of the CSC, the District Director may appoint one (1) or more ALJs on an ad hoc basis to hear appeals referred by the CSC.

14.2.3.1 Each ALJ shall be licensed and in good standing with the Utah Bar and trained and experienced in personnel matters.

14.2.3.2 If the CSC determines that it is in the District's best interest, it may initially refer an appeal to an ALJ.

14.2.3.3 After holding a hearing, the ALJ shall make findings of fact and a recommendation to the CSC.

14.2.3.4 After receiving the ALJ's recommendation, the CSC may request the ALJ to hold a further factual hearing before the CSC's decision.

14.2.3.5 The CSC may adopt or reject an ALJ's recommendation, whether before or after a further hearing.

14.2.4 District Court: All appeals of the CSC shall be with the District Court. A right of appeal to the District Court under the provisions of the Utah Rules of Civil Procedure shall not be abridged. However, an appeal to the District Court is barred unless it is filed within thirty (30) calendar days after the CSC issues its written decision.

14.2.4.1 If there is a record of the CSCs proceedings, the District Court review shall be limited to the record provided by the CSC.

14.2.4.2 In reviewing a decision of the CSC, the District Court shall presume that the decision is valid and may determine only whether the decision is arbitrary, capricious, or illegal.

### **14.3 Grievance Rights and Restrictions**

14.3.1 Employees, supervisors, and Department Managers shall first attempt to resolve problems internally through direct communication with all affected parties.

#### 14.3.2 Grievable Claims

14.3.2.1 A Full-time or Part-time Merit employee may grieve written warnings, suspensions without pay, demotions, and termination.

14.3.2.2 Any employee may grieve all claims of prohibited employment practices and discrimination and addressed according to the procedures defined and set forth in Section 12.0 Productive Work Environment.

14.3.2.3 An applicant rejected for examination.

14.3.2.4 Claims regarding verbal reprimands, wages, benefits, job classification, budget items, or other financial matters may not be grieved except as they relate to a grievable claim.

14.3.3 The Department Manager will contact the Business Manager upon initiation of any grievance proceeding allowed under subsection 14.3.2.1 and 14.3.2.2.

- a. The Department Manager shall provide the Business Manager with copies of all discipline and disciplinary decisions.
- b. The Business Manager or designee shall notify the County Attorney of the grievance.

14.3.4 If the discipline is overturned, Human Resources shall remove the discipline from the employee's personnel file upon notification of the decision.

14.3.4.1 The employee shall be free from reprisal for use of the grievance procedures.

14.3.5 At each grievance appeal level (as outlined in 14.3.6), an employee may:

- a. At the employee's expense, seek counsel, advice, or representation from an employee organization, personal attorney, or personal representative.
- b. Present evidence but not call witnesses.
- c. Request approval for use of up to four (4) work hours to prepare their grievance.

14.3.6 Time Limits, Waivers and Filing Requirements

14.3.6.1 Grievance Level – District Director

- a. Within seven (7) calendar days of issuance of discipline, an employee may file the Employee Grievance form with the District Director.
- b. Within seven (7) calendar days of the filing, the District Director or designee shall hear the grievance.
- c. Within seven (7) calendar days of the hearing, the District Director or designee shall issue a written decision.

14.3.6.2 Grievance Level – Personnel Committee

- a. Within seven (7) calendar days of the issuance of the District Director's written decision, the employee may advance the grievance appeal to the PC.
- b. Within fourteen (14) calendar days of the advancement, the PC shall hear the grievance.
- c. Within seven (7) calendar days of the hearing, the PC shall issue a written decision. The decision is final for all written warnings.

14.3.6.3 Grievance Level – Career Service Council

- a. Within seven (7) calendar days of the issuance of the CSCs written decision, the employee/appellant may advance a grievance appeal for suspensions without pay, demotions, and termination by filing the Request for Appeal Hearing form with the CSC.

- b. Within fourteen (14) calendar days of filing their CSC appeal, the Appellant must file a Pre-Hearing Outline including the information below. Failure to meet these requirements will result in dismissal of the appeal.
  - i. Appellant's name, Department, and contact information.
  - ii. Short statement of the appeal.
  - iii. Statement of facts or occurrences surrounding the appeal.
  - iv. Statement of the remedy requested.
  - v. Statement regarding any other issues.
  - vi. Witness list.
- c. Within fourteen (14) calendar days of the appellants filing of their Pre-Hearing Outline, the Appellee must file a Pre-Hearing Outline including the information below.
  - i. Appellants Department.
  - ii. Disciplinary action imposed or applicant rejected for examination.
  - iii. Statement of any previous discipline issued to the appellant or statement of previous application rejection.
  - iv. Statement of facts or occurrences surrounding the disciplinary action or application rejection.
  - v. Statement regarding any other issues.
  - vi. Witness list.
- d. Within fourteen (14) calendar days of the appellee's filing of their pre-hearing outline, a Pre-Hearing Conference shall be held.
  - i. A Pre-Hearing Conference shall not be held if both parties have not submitted a timely pre-hearing outline. The CSC does not have jurisdiction to hear untimely grievance appeals
  - ii. The purpose of the conference is to define issues to be heard, identify witnesses, determine stipulations of fact, schedule hearing dates, and resolve any pre-hearing issues.
    - a. Exhibits and a final witness list must be filed with the CSC and given to the opposing party seven (7) calendar days before the scheduled hearing.
  - iii. The CSC shall not conduct independent investigations and are limited to the evidence presented to them on appeal.
- e. Within thirty (30) calendar days of the pre-hearing conference, the Appeal Hearing will be held.
  - i. The CSC does not have jurisdiction over the legality of District policy, County ordinance, or State law.
  - ii. The CSC shall use the "clearly erroneous" standard of review. This means that the District's disciplinary decision was not supported by substantial or competent evidence. It is not enough that the CSC may have weighed the evidence and reached a different conclusion; the District's decision will only be reversed if it is implausible considering all the evidence.
  - iii. The purpose of the hearing is to determine if the District was clearly erroneous.
  - iv. Hearings are informal and do not adhere to the Rules of Civil Procedure or Evidence.

- v. Hearings provide both parties with the opportunity to present exhibits, call witnesses, confront adverse witnesses, and provide opening and closing statements.
- vi. The CSC has subpoena power to compel attendance of witnesses, and to authorize witness fees where it deems appropriate, to be paid at the same rate as in Justice Courts.
- f. Within fourteen (14) calendar days of the conclusion of the appeal hearing, the CSC shall issue a written decision.
  - i. The decision shall be based upon a majority vote of the CSC.
  - ii. There is no administrative appeal of a CSC decision for either party.
  - iii. A person adversely affected by a decision of the CSC may appeal the decision to the district court pursuant to Utah Code Ann. § 17-33-4(d)(i).
- g. The parties may waive or extend any of the time limits by written agreement.

14.3.7 An employee's failure to initiate or advance a grievance within the established time limits or failure to timely respond to a grievance proceeding constitutes a waiver of grievance rights. The grievance is considered settled based on the decision made at the last level of review.

14.3.8 Failure to hear the grievance within the established time limits permits an employee to advance the grievance to the next level of review, unless all parties stipulate an alternate timeline before the expiration of one of the established time limits as outlined.

#### **14.1 General Statement**

~~Pursuant to Utah Code §17D-1-106(1)(f) and §§17B-1-801 and 803, it shall be the policy of the District to adopt a Merit system and comply with §17-33-1 et. seq, Utah Code Ann. as amended, and to address grievances of employees in a prompt, forthright, and professional manner. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which they have no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit their grievances for orderly disposition according to the procedures as outlined in this section. The employee having the grievance shall have responsibility to carry on the grievance process as far as necessary to reach a satisfactory solution. The Business Manager shall ensure that the District Director and all supervisors and department managers respond affirmatively to this policy and its procedures and expedite the resolution or processing of any grievance which may be received without the presence of discrimination, coercion, restraint, or reprisal.~~

#### **14.2 Grievance Appeal Bodies**

~~14.2.1 Personnel Committee: A Personnel Committee (PC) comprised of the District Director and three (3) additional members shall be appointed by the Board Chair as set forth in Section 3(B) of these policies. The PC shall hear appeals not resolved at lower levels in the cases of employees suspended, transferred, demoted, or discharged as well in the cases of other grievances not resolved by the grievance procedure.~~

~~14.2.2 The PC shall review written appeals in cases of applicants rejected for examination and shall~~



report final binding appeals decisions in writing to the Board.

14.2.3 Career Service Council: Pursuant to Utah Code §17-33-4, a three (3) member bipartisan Career Service Council ("CSC") shall be appointed by the Governing Body. The Governing Body may appoint as the District CSC, the same CSC used and established by Summit County. The Governing Body may appoint alternate members of the CSC to hear appeals that one or more regular CSC members are unable to hear. The CSC shall hear appeals not resolved at lower levels in the cases of employees suspended, transferred, demoted, or discharged, as well as in the cases of other grievances not resolved by the grievance procedure.

14.2.4 All appeals from the PC shall be in writing and shall be heard by the CSC of the District. The CSC may request the assistance of a hearing officer or an administrative law judge (ALJ) to conduct the hearings before them. The hearing before the CSC shall be recorded and shall be the final hearing of record. The decision of the CSC shall be issued in writing and shall be the final and binding decision of the District.

14.2.5 All appeals of the CSC shall be with the District Court. A right of appeal to the District Court under the provisions of the Utah Rules of Civil Procedure shall not be abridged. However, an appeal to the District Court is barred unless it is filed within thirty (30) calendar days after the CSC issues its written decision. If there is a record of the CSC's proceedings, the District Court review shall be limited to the record provided by the CSC. In reviewing a decision of the CSC, the District Court shall presume that the decision is valid and may determine only whether the decision is arbitrary, capricious, or illegal.

14.2.6 Each CSC member shall serve a term of three (3) years to expire on June 30, three (3) years after the date of their appointment, except that the original appointees' terms shall be staggered so that each expires on a different year some of which may not be a full three (3) year term. Successors of original CSC members shall be chosen for three (3) year terms. An appointment to fill a vacancy on the CSC shall be for only the unexpired term of the appointee's successor. The term for an alternate member of the CSC may not exceed one (1) year. Each member of the board shall hold office until their successor is appointed and confirmed. A member of the CSC may be removed by the Governing Body for cause after having been given a copy of the charges against them and an opportunity to be heard publicly on the charges before the Governing Body. Adequate annual appropriations shall be made available to enable the CSC to effectively carry out its duties under this law.

14.2.7 Members and alternates of the CSC shall be United States citizens and be actual and bona fide residents of the State of Utah and Summit County for a period of not less than one (1) year preceding the date of appointment and a member may not hold another government office or be employed by Summit County or the District.

14.2.8 The CSC shall elect one (1) of its members as chairperson, and two (2) or more members of the CSC shall constitute a quorum necessary for carrying on the business and activity of the CSC.

14.2.9 The CSC shall have subpoena power to compel attendance of witnesses and to authorize witness fees where it deems appropriate to be paid at the same rate as in Justice Courts.

~~14.2.10 CSC members and alternates shall receive compensation for each day or part thereof they are in session at a rate determined by the District Director.~~

### ~~14.3 Administrative Law Judge~~

~~The Career Service Council may refer an appeal to an ALJ for a recommendation. Upon the recommendation of the CSC, the District Director may appoint one (1) or more ALJs on an ad hoc basis to hear appeals referred by the CSC.~~

~~Each ALJ shall be licensed and in good standing with the Utah Bar and trained and experienced in personnel matters.~~

- ~~a. If the CSC determines that it is in the District's best interest, it may initially refer an appeal to an ALJ.~~
- ~~b. After holding a hearing, the ALJ shall make findings of fact and a recommendation to the CSC.~~
- ~~c. After receiving the ALJ's recommendation, the CSC may request the ALJ to hold a further factual hearing before the CSC's decision.~~
  - ~~i. The CSC may adopt or reject an ALJ's recommendation, whether before or after a further hearing.~~

### ~~14.4 Grievable and Non-Grievable Issues~~

~~All claims of prohibited employment practices and discrimination may be grieved, as well as claims of disciplinary or adverse employment actions by non-orientation employees may be grieved. Claims dealing with verbal reprimands, wages, salaries, benefits, job classification, budget items, or other financial matters may not be grieved except as they relate to a grievable claim. Only the written grievance presented originally shall be considered on appeal as the process progresses. To ensure this limitation, a copy of the original grievance shall be filed with the Business Manager.~~

### ~~14.5 Multiple Grievances~~

~~Similar grievances may be consolidated and processed together as a single issue. Every effort shall be made by the involved parties to resolve grievances at the lowest possible level.~~

### ~~14.6 Employee Rights~~

~~An employee is entitled to:~~

- ~~a. Assistance by a representative of the employee's choice to act as an advocate at any level of the procedure.~~
- ~~b. A reasonable amount of time during work hours to confer with the representative and to prepare the grievance.~~
- ~~c. Freedom from reprisals for use of the procedures; and~~
- ~~d. Call other employees as witnesses at an appeal hearing, and such employees shall be allowed to attend and testify at the hearing if reasonable advance notice is given to the witnesses' immediate supervisor(s).~~

### **14.7 Automatic Step Processing and Waivers**

Failure to answer an employee's appeal within the time specified automatically grants the aggrieved employee the right to process the appeal to the next step. Any appeal step, or any time limits specified at any step, may be waived or extended by mutual agreement, in writing, between the aggrieved employee and the person to whom the appeal is directed. Failure by the aggrieved employee to process an appeal from one step to the next, within the time specified or time period mutually agreed to, is deemed a waiver by the employee of any right to process the appeal further or to appeal any level (if failure to process was not due to circumstances outside the control of the employee).

### **14.8 Stipulations**

No employee may submit an appeal more than thirty (30) calendar days after the event giving rise to the appeal, nor does any person who has voluntarily terminated their employment with the District have any standing thereafter to submit an appeal. All grievances, with the exception of involuntary termination/discharge, discrimination, and sexual harassment, shall be handled as set forth in subsection 14.9.1 below. All grievances regarding involuntary termination/discharge, discrimination, and sexual harassment shall be handled as set forth in subsection 14.9.2 below:

### **14.9 Grievance Procedure Steps**

14.9.1 For all grievances (except for discharge of non-orientation employees, discrimination claims, or sexual harassment claims), the following procedure shall apply.

- a.—Employees shall first attempt to resolve problems among themselves through direct communication with affected parties. If this does not resolve the issue, then an employee may proceed to the next step as long as it is within the thirty (30) calendar days referred to in paragraph H above.
- b.—The employee with a complaint or grievance shall file the grievance in writing with their department manager, the District Director, or the Business Manager as may be appropriate. Upon receipt of any written grievance, the department manager, Business Manager, or District Director shall immediately notify the County Attorney of the grievance. The department manager or District Director will issue a written response within five (5) working days after the receipt of the grievance.
- c.—If no mutually agreeable settlement is reached under paragraph (b) above, then within five (5) working days after the receipt of the written decision of the department manager or District Director, the affected employee may file a copy of the original written grievance, including supporting documentation, with the County Attorney to be referred to the PC. The PC shall consider the schedules of all parties and shall convene as soon as practicable to hear the matter referred and shall issue a written response within ten (10) working days after hearing the grievance. The County Attorney shall act as the chair of the PC and shall not vote on any grievance decision unless necessary to break a tie vote.
- d.—If no mutually agreeable settlement is reached under paragraph (c) above, those involved may appeal to the CSC through the Business Manager. This appeal must be filed within five (5)

working days of the receipt of the PC's written decision. The requested appeal must be in writing and must be accompanied by the original written grievance. The CSC may affirm, modify, vacate, or set aside an order for disciplinary action. The decision of the CSC shall be final.

14.9.2 For all grievances pertaining to the discharge of non-orientation employees, discrimination claims, or sexual harassment claims, the following procedure shall apply.

- a. An appeal shall be initiated by filing a written notice of appeal with the department manager, District Director, or Business Manager as may be appropriate within ten (10) calendar days after the event giving rise to the grievance. Upon the filing of the appeal, the District Director or department manager shall submit a copy to the Business Manager for referral to the PC. Upon receipt of the referral from the Business Manager, the PC shall consider the schedules of all parties and convene as soon as practicable to consider the appeal and to ensure a full hearing of all relevant evidence related to the action being appealed. Any member of the PC shall recuse themselves in the event of a conflict of interest.
- b. The employee shall be entitled to appear before the PC in person and to be represented by counsel, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the PC.
- c. The PC shall render a decision in writing within ten (10) working days of the hearing before them.
- d. The employee, department manager, or District Director may appeal the decision of the PC within fourteen (14) working days of the written decision. The appeal shall be with the CSC and must be filed with the Business Manager in writing and accompanied by the original written grievance. The CSC may affirm, modify, vacate, or set aside an order for disciplinary action. The decision of the CSC shall be final.
- e. The decision of the CSC shall be in writing and shall be transmitted to the Business Manager within fifteen (15) working days from the date the matter is heard before the CSC. In the event the CSC does not uphold a discharge, the Business Manager shall report the decision to the affected employee and the District Director, who must reinstate the employee unless the matter is appealed. Reinstated employees will be placed back at their previous position and grade unless other disciplinary action is assessed as part of a decision.
- f. Appeals of the CSC's decisions shall be filed with the District Court.

14.9.3 All grievances pertaining to disciplinary action taken pursuant to Utah Code, §17-53-106 shall be directly appealed to the PC.

14.9.4 If any employee is denied the opportunity to present a grievance as prescribed by this section, or if the employee is threatened or subjected to duress when presenting the grievance, the employee may notify the Business Manager in writing. The Business Manager shall take the necessary actions including authorization of an investigation of such complaints.

14.9.5 Discrimination and sexual harassment complaints shall be addressed according to the procedures defined and set forth in Section 12 of these policies and procedures.

#### **14.10 Career Service Council Hearing Guidelines**

The following procedures are intended to serve as a guide to assure orderly hearing processes before the CSC and facilitate the bringing out of all relevant and material facts. Deviation from these processes may occur upon mutual agreement of all parties concerned.

- a. The grievant may present their case personally or through a representative of their choosing.
- b. The hearing shall not be bound either by legal procedures or by legal rules of evidence.
- c. An audio recording and/or written transcription shall be kept of the proceedings of any hearing before the CSC. A video recording may be allowed with the consent of the CSC and all parties. At the request of either party, all witnesses shall be excluded from the hearing room until such time as they are called upon to testify.

#### **14.11 Hearing Procedures for All Appeals**

- a. The District and employees' representatives may briefly summarize their cases in an opening statement.
- b. At the conclusion of the opening statements, witnesses or material evidence may be introduced in support of the District's position.
- c. The grievant and then the hearing officer may ask questions of each witness of the District after said
  - i. witness has testified.
- d. The grievant presents material evidence, calls witnesses, etc., following the same processes as previously mentioned.
- e. After the presentation of the grievant's case, the District shall be allowed to present rebuttal evidence.
- f. Before closing the hearing, the hearing officer(s) shall allow the grievant and the District in turn to make closing statements.

## Snyderville Basin Special Recreation District Personnel & Operations Policy Manual

### 145.0 | Garnishments

#### References

- See Utah Code §70C-7-103 and 104, as amended

#### 15.1 Purpose

The District is opposed to an employee's earnings being garnished. Employees of the District, as public employees, are required to maintain their private life in a manner that will reflect credit upon the District. [However, F](#)ailure to pay legal debts in accordance with the terms of indebtedness could result in a legal garnishment of wages.

#### 145.2 Procedure

145.2.1 Utah Code §70C-7-104 states that no employee may be discharged "by reasons of the fact that their earnings have been subjected to garnishment for any one judgment."

145.2.2 Multiple garnishments arising from more than one judgment will justify the District in taking disciplinary measures not contrary to Utah Code, §70C-7-103.

145.2.3 The District may charge the employee an administrative fee for processing a garnishment action.

## Snyderville Basin Special Recreation District Personnel & Operations Policy Manual

### 156.0 | Occupational Laws

#### References

- See Utah Code Ann. §34A-2-101, as amended

### 156.1 Occupational Health and Safety

*Amended March 3, 2021*

It is the intent of the District to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under Federal Law or Utah State Law. No job is so important, and no service is so urgent that time cannot be taken to perform work safely. Equipment, materials, and operations must be understood before they are utilized. Unsafe conditions and circumstances involving accidents or the potential for accidents shall be reported immediately to the supervisor and the Compliance Officer.

- a. The District Director shall appoint a Compliance Officer.
- b. The District shall furnish each of its employees a work environment free from recognized hazards that are causing or are likely to cause death or physical harm to such employees and does hereby require that each employee comply with the occupational safety and health standards, orders, rules, and regulations promulgated under the Occupation Safety and Health Act. Compliance with this Act shall be accomplished through the establishment of an occupational safety and health program as outlined herein.
- c. In accordance with the law, the District Director and the Compliance Officer shall inspect District facilities semi-annually at a minimum for unsafe conditions and practices, defective equipment, and materials, and where such conditions are found, to take appropriate action to correct such conditions immediately. The Compliance Officer, in conjunction with department managers, shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public. They shall warn all employees of any known dangerous conditions.
- d. An accurate record shall be kept of all accidents involving an injury to an employee while on duty, whether or not time is lost. These records shall, at all reasonable times, be available to the Industrial Commission or its representatives upon request. Other records shall be kept as requested by the Industrial Commission.
- e. The Compliance Officer shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.
- f. Supervisors and employees shall be required to ensure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.
- g. A report of any on-the-job injury shall be submitted to the Business Manager or designee, who shall notify the Workers Compensation carrier, who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the Compliance Officer or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made

whether or not any actual injuries result from the above occurrences or changes in conditions.

- h. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of the health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or discharge.
- i. Additional information relative to the Occupational Safety and Health Act can be obtained from the Utah State Industrial Commission.

## **156.2 Worker's Compensation**

*Amended March 3, 2021*

The District operates under the provisions of the Utah State Worker's Compensation Act. Utah Code Ann. §34A-2-101 et. seq., as amended, which provides that any employee "... who is injured, and the dependents of each such employee who is killed, by accident arising out of and in the course of the employee's employment, wherever such injury occurred, if the accident was not purposely self-inflicted, shall be paid: (a) compensation for the loss sustained on account of the injury or death; [and] (b) the amount... for medical, nurse and hospital services and medicines, and, in case of death, the amount of funeral expenses". According to state law, Workers Compensation benefits are provided to all District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. No compensation shall be allowed for the first three (3) days after the injury, except for authorized medical, nurse, and hospital services, and for medicines and funeral expenses. However, if the temporary disability lasts more than fourteen (14) days, compensation shall then be payable for the first three (3) days.

**156.2.1** Under the ADA, reasonable accommodation will be made in all return-to-work situations, if doing so will not produce undue hardship. Eligible workers may receive benefits in various areas, including hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and conditions of any such compensation shall be based on the applicable provisions of the Worker's Compensation Act. Any injury occurring on the job must be reported to the supervisor and the Business Manager immediately. Forms prescribed by the State Industrial Commission must be completed by the Business Manager within seven (7) days of injury.

**156.2.2** An employee returning to work after a Worker's Compensation leave shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

**156.2.3** Additional Information:

- a. **Initial Reporting of Illness or Injury:** Prompt notification of all injuries or illnesses, no matter how minor, to the employee's supervisor and the Business Manager or designee is mandatory. All injuries must be reported on the day they occur. Reporting the accident or illness is critical to qualification for payment under Workers Compensation. A claim will be processed online by the Business Manager or designee immediately. After the claim is processed in its entirety, a copy must be sent to the Industrial Commission within seven (7) days of the injury. The Industrial



Commission is notified by our current Workers Compensation carrier, WCF.

- b. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the Park City InstaCare on 1750 Sidewinder Drive, Park City, or other Workers Compensation Fund (“WCF”) preferred provider. He/she must tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor will complete a medical report, and copies of this report should be sent within seven (7) days to WCF. WCF will send a copy to the Industrial Commission. A copy will also be returned to the District to be placed on file. The District will then provide a copy to the injured worker.
- c. Employees may not submit doctor or hospital bills for on-the-job injuries or illnesses to the regular medical plan.
- d. The employee should use the WCF preferred provider network (Park City InstaCare) for treatment of all but life or limb threatening injuries to avoid paying unnecessary bills. If a life-threatening injury occurs, 911 should be called to access normal emergency care. If the WCF preferred provider is not available, the employee must call the Business Manager or designee to arrange medical care.
- e. Employees who do not use the WCF preferred provider network may be responsible for any charges in excess of the rates WCF pays.
- f. Reporting While Off the Job. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the Business Manager or designee to report on his/her condition at least once each pay period. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- g. Return to Service. The employee must return to work after the approval of the attending physician. The employee must ensure that all paperwork from the medical provider is delivered to the Business Manager or designee. Failure to return to work when directed may result in immediate termination. The Business Manager or designee and the injured employee’s supervisor will review any restrictions given by the medical provider with the injured employee’s job description and determine if the employee’s normal job meets the restrictions. Injured employees must comply with the restrictions they are given.
- h. The District will accommodate restricted duty jobs for workers injured on the job. The Business Manager or designee will work with the supervisor to design a work strategy that meets the injured employee’s restrictions and accomplishes the District’s goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job classification.
- i. The injured employee’s supervisor and the Business Manager or designee will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending medical appointments, complying with restrictions, and any restricted duty assignments are helping the employee move closer to his/her regular job duties.
- j. At the time of final release or settlement of a Workers Compensation claim, if the employee cannot fulfill the essential job functions even with a reasonable accommodation and no vacancy exists for another position for which the employee qualifies, then he/she may be terminated and paid any accrued benefits due to him/her.

### 156.3 Coordination of Social Security Benefits

All employees of the District contribute to the Social Security program, as administered by the Federal Government. The system is based on employer and employee contributions as determined by Congress. Benefits include four (4) general areas: Retirement Insurance, Survivors Insurance, Disability Insurance, and Hospital and Medical Insurance (Medicare). Employees who are eligible for both Workers Compensation and Social Security will receive less Social Security payments but will not receive reduced Workers Compensation benefits.

#### **156.4 Unemployment Insurance**

The unemployment insurance program at Workforce Services requires a person to make a declaration of physical ability to work and availability to work if physically able. Employees would not be eligible for unemployment insurance benefits if they are receiving workers compensation benefits.

## Snyderville Basin Special Recreation District Personnel & Operations Policy Manual

### 167.0 | Communications

*Amended March 3, 2021*

#### 167.1 Purpose & Introduction

- a. The District is committed to implementing new technologies for communication and information exchange, which will make the District's employees more productive and increase the District's capacity to better serve the residents of the District. Electronic communication access is provided by the District and is considered District property; its purpose is to facilitate District business, and usage is subject to District control. This policy applies to all electronic communication devices and services which are accessed on or from District premises, are accessed from remote locations using District computer equipment or via District paid access methods. Electronic communication usage includes, but is not limited to, telephones, cell phones, the Internet, social media, radio transmissions, fax transmissions, scanners, copiers, and/or email.
- b. Communication plays an essential role in the conduct of District business. How employees communicate with the public and with co-workers not only reflects on them individually, but also on the District as an organization. The District has invested substantially in information technology and communications systems which enable employees to work more efficiently, and employees are expected to use them responsibly and in a manner consistent with these policies.
  - i. Electronic communications shall not be used for knowingly transmitting, receiving, retrieving, or storing any communications which are derogatory to any individual or group, are pornographic, lewd, indecent, of a sexual nature, or are of a defamatory or threatening nature. Electronic communications shall not be used in a manner which could be construed as discriminatory based on race, color, religious creed national origin, sex, age, military status, disability, sexual orientation, or gender identification. Electronic communications shall not be used for communication of chain letters or for any purpose which is illegal, against District policy, or contrary to the District's lawful interests.

#### 167.2 General Principles

- a. Employees must use the District's information technology and communications equipment sensibly, professionally, lawfully, and consistently with their assigned duties. Employees must show respect for colleagues and for the public in accordance with these policies and other departmental rules and procedures.
- b. With the exception of GRAMA-classified protected, controlled, and private records, all information relating to District operations is generally public and must be maintained as such.
- c. Many aspects of communication are protected by intellectual property rights, which are infringed by copying. Downloading, uploading, posting, copying, possessing, processing, and distributing material from the internet may be an infringement of copyright or of other intellectual property rights.
- d. Particular care must be taken when using District email, social media, blogs, or internal message boards as a means of communication because all expressions of fact, intention, and opinion in an email may bind the employee and/or the District and can be produced in court in the same way as other kinds of

written statements.

- e. The advantage of the Internet and email is that they are extremely easy and informal ways of accessing and disseminating information, but this means that it is also easy to send out ill-considered statements. All messages sent on email systems or via the Internet should demonstrate the same professionalism as that which would be taken when writing a letter. Employees must not use these media to do or say anything which would be subject to disciplinary or legal action in any other context, such as sending any discriminatory (as defined by these policies), defamatory, or other unlawful material. If an employee has any questions about the appropriateness of any content, they should contact their supervisor for approval.
- f. Any messages or information sent via electronic communication, including bulletin board and online services, are statements identifiable and attributable to the District. Use of personal disclaimers with electronic communications will not relieve any user under this policy, and users shall be held responsible for any communication initiated by them. All communications sent via a network must comply with this and other District policies and shall not disclose any confidential or proprietary District information.
- g. No email or other communications shall be sent which attempts to hide the identity of the sender which may conceal information that is subject to GRAMA or misrepresent the sender.
- h. Users shall not reveal their passwords or other proprietary information, i.e. IP addresses, server names, etc. without a business necessity.

### **167.3 Use of Telephones**

All District owned telephones, including cell phones shall be considered electronic communication. Personal long-distance/toll calls should not be charged to the District at any time.

### **167.4 Social Media**

*Amended January 23, 2019*

Departments and/or employees that use social media for official District purposes are responsible for complying with applicable federal, state, and local laws, regulations, and policies, including these Personnel Policies. Use of social media shall follow any guidelines established by the District. No employee shall use personal social media in a manner that implies official District participation, use of documents or images obtained as part of their employment, in a manner that is illegal, violates District policies or is contrary to the District's lawful interests.

### **167.5 Use of Electronic Mail**

#### **167.5.1 Generally**

- a. Do not amend any messages received and, except where specifically authorized by the other person, do not access any other person's inbox or other email folders nor send any email purporting to come from another person.
- b. It is good practice to re-read and check an email before sending, including using a spell-checking or grammatical-checking program.

#### **167.5.2 Business use**

- a. Each District email should be sent using the District email system and server and not from any

- personal account.
- b. If the email message or attachment contains information which is time-critical, bear in mind that an email is not necessarily an instant communication and consider whether it is the most appropriate means of communication.
- c. It may be appropriate to file a hard copy of any email (including any attachments) sent to or received to a paper file for use and viewing by others. The same applies to all internal email transmissions concerning District matters. Each Department manager may determine the appropriateness of this action.
- d. All emails shall be retained pursuant to the State of Utah retention schedule found at: [guidelines.pdf](#)

### 167.5.3 Personal Use

- a. Electronic communication has been established for District business use and should not be used for personal, outside business, employment, or non-District-related purposes. However, limited, occasional, or incidental use of electronic communications for personal, non-District purposes is acceptable insofar that the use complies with District policy, does not interfere with the District's business activities, and as long as such use does not involve any of the following:
  - i. Interference with existing District rules or policies.
- b. Disrupt or distract from the conduct of District business.
- c. Solicitation.
- d. A for-profit personal business activity.
- e. Potential to harm the District.
- f. Illegal activities.
- g. The display, storage, or recording of any kind of nude, obscene, pornographic, sexually explicit, or other image or document intended to appeal to a prurient interest in sex.
- h. Personal emails sent by employees using District email systems shall be retained in a separate email folder marked "Personal" should the employee wish to retain it after reading. Contact the IT provider if you need guidance on how to set up and use a personal folder. All emails contained in your inbox and your sent items box are deemed to be business communications. Employees must ensure that personal email use:
  - i. Does not interfere with the performance of assigned duties.
- i. Does not take priority over assigned work responsibilities.
- j. Is minimal and limited to taking place substantially outside of normal working hours (i.e., during any breaks which the employee may be entitled to or before or after normal hours of work).
- k. Does not cause unwarranted expense or liability to be incurred by the District.
- l. Does not have a negative impact on the District in any way.
- m. Is lawful and complies with this policy.
- n. Employees may delete personal email from the email system and are not required to follow any retention schedule. However, employees should know that backups may exist on the server and, as such, will be retained by the District.
- o. Employees shall be responsible for any charges arising from personal use of electronic communication services. Employees are expected to act responsibly and shall be subject to disciplinary action if this privilege is abused. By making personal use of District email systems, employees agree to abide by the conditions imposed for their use.

## **167.6 Use of Internet and Intranet**

*Amended January 23, 2019*

- a. Employees shall not attempt to circumvent any filtering or content control of the internet and acknowledge that when visiting a website, information identifying your PC may be logged.
- b. The internet and/or intranet shall be used for legitimate District purposes. Limited personal use is permitted subject to the same rules as are set out for personal email use in paragraph C of this Section. If personal use requires additional software to be installed onto your PC or other device, employees should submit a request to their department manager and receive approval before installing or connecting the device to District networks. This policy would carry over to any contract employee of the District which uses personal equipment while on District sites or connected to District resources.
- c. Employees should not use their District email address when using public websites for non-District purposes, such as online shopping.
- d. Any employee who may require access to websites generally blocked by the District as part of their duties shall make the request to their department manager and shall have the express consent of the District Director. Employees shall not:
  - i. Introduce packet-sniffing or password-detecting software.
  - ii. Seek to gain access to restricted areas of the District's network or access files for which they are not authorized.
  - iii. Access or try to access data which the employee knows or should know is confidential.
  - iv. Intentionally or recklessly introduce any form of spyware, computer virus, or other potentially malicious software.
  - v. Carry out any hacking activities.
  - vi. Participate in any internet chat room or post messages on any external website, including any message board or blog.

## **167.7 Misuse of District Equipment and Systems**

Misuse of District equipment and systems, including its telephone, email, and internet systems, in breach of this policy will be treated seriously. In particular, viewing, accessing, transmitting, posting, downloading, or uploading any of the following materials in the following ways or inappropriate use of any of District equipment may subject the offending employee to discipline up to and including termination:

- a. Material which is sexist, racist, homophobic, xenophobic, pornographic, pedophilic, or similarly discriminatory and/or offensive.
- b. Offensive, obscene, derogatory, or criminal material or material which is liable to cause embarrassment to the District or bring the reputation of the District and any of its elected officials or staff into disrepute.
- c. Any defamatory material about any person or organization or material which includes statements which are untrue or of a deceptive nature.
- d. Any material which, by intent or otherwise, harasses the recipient.
- e. Any other statement which is designed to cause annoyance, inconvenience, or anxiety to anyone.
- f. Any material which violates the privacy of others or unfairly criticizes or misrepresents others.
- g. Confidential information about an employee of the District.
- h. Any other intentional statement which is likely to create any liability (whether criminal or civil) for the

District.

- i. Material in breach of copyright and/or other intellectual property rights.
- j. Any subversive statement or activity which seeks to undermine the authority or purpose of the District or any other federal, state, or local governmental entity.
- k. Online gambling.
- l. Unsolicited commercial or advertising material, chain letters, or other junk mail of any kind.

## **167.8 System Security**

- a. Security of District systems is of paramount importance. As a governmental entity, the District owes a duty to the public to ensure that all transactions are kept confidential where required and free of outside interference. If, at any time, the District needs to rely in court on any information which has been stored or processed using District IT systems, it is essential to demonstrate the integrity of those systems. Employees using the system take responsibility for the security implications surrounding their acts.
- b. District systems or equipment must not be used in any way which may cause damage or overloading, or which may affect its performance or that of the internal or external network.
- c. Keep all confidential information secure, use it only for the purposes intended, and do not disclose it to any unauthorized third party.
- d. Employees should keep system passwords safe. Do not disclose them to anyone. In the event assistance from the IT provider is needed, a password change will be required.
- e. Employees should not download or install software from external sources without having first received the necessary authorization from the IT provider.
- f. Employees should always exercise caution when opening emails from unknown external sources or where, for any reason, an email appears suspicious. Employees should never open links in suspicious emails. The IT service provider should be informed immediately in circumstances where a suspected network breach or virus/malware/ransomware attack has occurred or is suspected of occurring.

## **167.9 Working Remotely**

*Amended March 3, 2021*

This policy applies to the use of District systems on District-owned laptops, tablets, or other devices as well as employee-owned computer equipment or other computer equipment whenever employees may use them when working on District business away from the regular office environment (working remotely). Any remote work unrelated to travel must be approved to by the Department Manager. An employee injury or illness is compensable under workers' compensation if it arises out of and in the course of employment, regardless of the location the injury occurs.

- a. Employees who may work remotely must:
  - i. Password protect any work which relates to District business so that no other person can access the employee's work.
  - ii. Position themselves so that work cannot be seen by any other person.
  - iii. Take reasonable precautions to safeguard the security of District equipment and keep passwords secret.
  - iv. Inform law enforcement and the IT provider (as appropriate) as soon as possible, but in any

- event, no later than 24 hours after the fact, if any District-owned equipment has been lost or stolen.
  - v. Ensure that any work done remotely is saved on the District system or is transferred to the District system as soon as reasonably practicable.
  - vi. Maintain a safe and ergonomically sound work environment, report work-related injuries to the supervisor at the earliest opportunity and hold the District harmless for injury to others at the remote location.
- b. Pocket computers, mobile phones, and similar hand-held devices, external storage devices, and any internet-based storage (cloud) are easily lost, stolen, or compromised, so employees must password-protect access to any such devices or services used by the employee.
- i. Employees should not be in the practice of storing information produced as a District employee on a personal device or internet storage without giving access to the employee's supervisor, District Attorney, or the IT provider.

### **167.10 Personal Social Media, Blogs and Websites**

- a. This part of the policy and procedures applies to personal, non-District content published on the internet, even if created, updated, modified, or contributed to outside of working hours or when using personal IT systems.
- b. The District recognizes that employees may wish to publish content on the internet in their private time. Those activities should remain in the realm of private time and should not be done during regular working hours.
- c. Employees who post any content to the internet, written, vocal, or visual, which identifies, or could identify, them as a member of District staff and/or who discuss District work or anything related to the District or its business, elected officials or staff shall be expected, at all times, to conduct themselves appropriately and in a manner which is consistent with the District's Personnel Policies and Procedures. It should be noted that simply revealing one's name or a visual image of the employee could be sufficient to identify them as an individual who works for the District.
- d. If an internet posting clearly identifies that the employee works for the District and expresses any idea or opinion which is not authorized by the District, then a disclaimer such as "these are my own personal views and not those of the Snyderville Basin Special Recreation District" must be added.
- e. The following matters shall be treated as gross misconduct capable of resulting in immediate termination.
  - i. Revealing confidential information obtained through employment with the District that would be considered protected, controlled, or private as defined by the GRAMA statutes.
  - ii. Revealing information which would be considered criminal whether or not formal charges are filed.
  - iii. Revealing any information, photos, or writing in which the District is identified and which is pornographic or obscene in nature.
- f. Online publications which do not identify the author as an employee of the District and do not mention the District and are purely concerned with personal matters will normally fall outside the scope of this communications policy.

### **167.11 Privacy and Monitoring of Communications**



Electronic information created and/or communicated using email, word processing, utility programs, spreadsheets, voice mail, telephones, fax machines, electronic communication access, etc., is randomly monitored by the District. District personnel are on notice of the following:

- a. The District routinely monitors usage patterns for both voice and data communications for cost analysis and electronic communication management (i.e., numbers called or sites accessed, call length, call frequency, etc.)
- b. All electronic information on District-owned equipment is the property of the District, and users shall not have an expectation of privacy in this regard. This includes but is not limited to data, facsimiles, texts, pictures, email, and voicemail files. Employees should not assume electronic communications are private and confidential and should transmit private and sensitive information in other ways.
- c. The display of any kind of image or document on any District system which is sexually explicit, obscene, and pornographic or which is designed to appeal to the prurient interest in sex is a violation of the District's policy on sexual harassment. In addition, sexually explicit material shall not be archived, stored, distributed, edited, or recorded using the District's network or computing resources.
- d. The District reserves the right, at its discretion, to review any user's electronic files/messages and usage to the extent necessary to ensure that electronic communication devices and services are being used in compliance with the law and District policy and may disclose the contents of any user's electronic files/messages and usage of electronic media and services for a business or legal purpose.
- e. The District may use independently supplied software and data to identify inappropriate or sexually explicit electronic communication sites. The District may block access from its networks to all such sites that it knows of. If an employee becomes connected accidentally to a site that contains sexually explicit or offensive material, the employee must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. The employee must also report that connection to the District Director, who shall keep a list of such reports.
- f. The District's electronic communication facilities and computing resources may not be used to knowingly violate the laws and regulations of the United States or the laws and regulations of any state, district, city, or other local jurisdiction in any material way. Use of any District resources for illegal activity is grounds for immediate discharge, and the District will cooperate with any legitimate law enforcement agency
- g. The District may restrict a user's time allotment for using electronic communication devices for business purposes should such use be excessive or extravagant.
- h. Anyone obtaining electronic access to other organizations or individuals' material must respect all applicable laws and shall not copy, retrieve, modify, or forward copyrighted materials except as expressly permitted by the copyright owner.
- i. Electronic communication access and usage by a District employee will be allowed only upon the approval of the employee's department manager.

### **167.12 Compliance with this Policy**

The provision of electronic communication devices and services are at the discretion of the District and are a revocable privilege. Any District employee found to be abusing the privilege of District facilitated access to electronic communication devices or services shall be subject to disciplinary action up to and including discharge.

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**Personnel & Operations Policy Manual**  
**178.0 | Reimbursement for Expenses**

**178.1 Travel**

*Amended March 3, 2021*

Travel expenses associated with authorized trips on District business, for attendance at conventions, conferences, field trips, seminars, educational courses, meetings, etc., will be paid by the District in accordance with this policy. It is the District's policy that the most cost-effective travel and training shall be pursued to accomplish the training goals of the District. Actual costs for materials required for the seminar, training courses, etc., will be paid for or reimbursed by the District.

178.1.1 If the employee expends personal funds required for travel, for reasonable expenses, the employee will provide receipts/ledger of expenses to the District upon completion of the trip, but not later than one (1) week after return to normal duties. For specific policies regarding meal reimbursement please see paragraph 6 of this section.

178.1.2 An employee may be accompanied by a spouse or family member on approved District business trips with the understanding that the District will not pay any of the costs incurred by the spouse or be responsible for any liability associated therewith.

178.1.3 The District Director shall have approval authority for all travel when travel coincides with the employee's professional associations and/or training and has been pre-approved by the Governing Body in the budgeting process. All travel reimbursements shall be signed by the District Director.

178.1.4 To accomplish the District's goals, the following guidelines and procedures shall be followed for expenditure and reimbursement of travel-associated expenses:

Public Transportation or Car Rental: The most economical available means of transportation shall be used, considering travel time, fares, convenience, and liability. Receipts will be required in the event reimbursement is necessary.

- a. Miscellaneous Transportation: Toll charges, parking fees, non-receptible fares for taxis, buses, etc., shall be reimbursed at actual cost. Fuel, emergency repairs, towing charges, storage fees, etc., for District vehicles will be reimbursed with receipts.
- b. If more than one (1) employee from the District is traveling to the same event and/or location by automobile, carpooling in a District vehicle is strongly recommended. If personal transportation is used, only one (1) mileage reimbursement per event/location shall be allowed.
- c. Lodging: Receipts will be required in the event reimbursement is necessary. If an employee travels and stays with friends or relatives rather than in a hotel/motel the employee may be reimbursed at the rate of sixty dollars (\$60.00) per day, with prior approval of the District Director.
- d. Personal Transportation: Personal vehicles may be used if District vehicles are not available. For travel out-of-state, District vehicles will not be used unless authorization is obtained from the

District Director. Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.

- e. When two (2) or more employees travel in a private car, only one (1) employee will be reimbursed for vehicle costs.
  - i. Damage to a traveler's personal vehicle occurring during the course of conducting official business is the responsibility of the individual.
  - ii. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.
  - iii. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment, or for miles traveled for purposes other than official business.
- f. Computation of mileage should commence from the office that is considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less. Meals: Meals are allowable on a reimbursable basis for department-approved travel outside the District. A request shall be submitted to the Business Manager within one (1) week after returning from the trip. Meals shall be reimbursed at the per diem schedule presented in the most recent edition of the GSA Per Diem Rate Schedule. If meals are provided by a hotel, motel, conference, training, and/or association, no reimbursement will be made for that meal.
  - i. A traveler is entitled to the following meals when not staying overnight:
    - 1. Breakfast – when round trip travel is out of District and commences prior to 6:00 a.m.
  - ii. Lunch - when the trip meets one of the following conditions:
    - 1. The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.
    - 2. The traveler leaves their "home base" before 11:00 a.m. and returns after 2:00 p.m.
  - iii. Dinner - when round trip travel is out of District and arrival back home is later than 7:00 p.m.
- g. Miscellaneous Expense: Registration fees, incidental supplies, publications, etc., shall be purchased in advance through the District if possible. Receipts will be required for reimbursement of authorized expenses.
- h. Money may be advanced for anticipated travel expenses.

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**19.0 | General Operations**

References

- See Summit County Parking Code Ordinance No. 911, as amended

**19.1 Safety**

*Amended March 3, 2021*

19.1.1 Safety General Policy: The following general safety rules will apply in all District workplaces. Each department may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with this general policy. Employees will be trained in the rules of their respective department at the start of employment.

- All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor or department manager.
- Defective equipment will be reported immediately to the supervisor or department manager.
- Employees will not operate equipment or use tools for which training has not been received.
- In all work situations, safeguards required by state and federal safety regulations will be provided.

19.1.2 Proper Use of District Equipment and Tools: The use of District equipment or tools for private purposes is allowed only with prior written approval from an employee's manager. Reasonable use of District tools and equipment to protect property and preserve life is authorized.

- Employees shall be required to attend training provided by the District, including an explanation of job hazards, safety procedures, and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by the District.
- A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless he/she has a current CDL. This CDL is required pursuant to the Commercial Motor Vehicle Safety Act. Employees must renew CDLs at four (4) year intervals or as otherwise required by law.

**19.2 Confined Space Entry**

*Amended January 22, 2020*

General Policy: OSHA defines a confined space as an area which has (1) limited or restricted means for entry or exit and (2) is not designed for continuous occupancy. Confined spaces include, but are not limited to, storage bins, vaults, pits, manholes, tunnels, equipment housings, and ductwork. The District has a written confined space entry policy. The District will provide confined space training for all departments as required under the policy.

19.2.1 Requirements: The written confined space entry policy includes:

- Annual training on confined space issues.

- b. A review of potential confined spaces.
- c. A permitting system for entering permit-required confined spaces.
- d. A rescue plan for managing confined space incidents.
- e. Protocols for managing contractors doing work in the District's confined spaces.
- f. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

### **19.3 Disaster Response Planning**

General Policy: The District has developed a Disaster Plan. All employees will be provided with a copy of such plan and expected to adhere to it to the maximum extent possible and practicable.

### **19.4 Service Animal Policy**

*Amended March 3, 2021*

Only service animals are allowed in the Fieldhouse facility. Emotional support animals are not service animals and are therefore prohibited from the Fieldhouse facility.

19.4.1 Service dogs<sup>1</sup> are allowed wherever people are allowed unless the animal poses a direct threat, a fundamental alteration, is not housebroken, or is not under the control of the person with the disability.

If you encounter a patron with an animal in the Fieldhouse, follow the below steps:

- a. Politely stop the patron and notify him/her that pets are not allowed in the building.
- b. If the patron says the animal is his/her service animal, allow the patron to enter with the animal.
- c. If you have questions or concerns about an animal, please contact the Fieldhouse Supervisor on Duty.

<sup>1</sup> Under the ADA, service animals are limited to dogs with very limited exceptions for miniature horses.

### **19.5 Enforcement of District Rules and/or Instructions**

*Effective January 22, 2020*

Failure to follow posted rules and/or instructions of the District will result in the following consequences to patrons:

- a. First Offense: A verbal warning will be issued.
- b. Second Offense: A cease-and-desist letter will be issued.
- c. Third Offense: the participant will be suspended from using District facilities and/or participating in District programs.
- d. Fourth Offense: the participant will be permanently prohibited from using District facilities and/or participating in District programs. No refund of fees will be issued.

The District reserves the right to skip any level of consequences in cases where the safety of other patrons and/or District employees is involved or when other special circumstances warrant such as determined by the District Director.

## 19.6 Parking Enforcement

*Amended March 3, 2021*

Consistent with Ordinance No. 911, amending Title 6, Chapter 2 of the Summit County Code: County Parking Code, District Staff may ticket and/or tow vehicles consistent with the provisions of the County Parking Code. Sections 6-2-1 et al of the Parking Code are hereby adopted into the District's policies, except that where provisions in this section pertaining to trail-related parking violations have been drafted to more closely meet the needs of the District, those modified provisions will govern.

Specifically, pursuant to Section 1-13-4-3 of the Summit County Code, in lieu of a criminal citation for violation of these adopted policies, there is hereby established an administrative civil fee which may be assessed by means of an administrative citation issued by an enforcement employee of the District as follows:

- a. Violations of posted parking rules within 1000 feet from trailheads. The initial fee for such violations shall be the sum of forty dollars (\$40.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	\$50.00
After 20 days	\$65.00
After 30 days	\$70.00
After 60 days	\$105.00

- b. Violations which block or impede emergency egress or hamper the ability of police, fire, EMS, or public works officials to properly carry out their official duties and jeopardize the public health, safety, and welfare by the violation. The initial fee for such violations shall be the sum of fifty dollars (\$50.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	\$60.00
After 20 days	\$65.00
After 30 days	\$70.00
After 60 days	\$105.00

19.6.1 Parking enforcement will be implemented at the following levels:

- a. The first instance of parking a vehicle outside of a designated area will result in a warning notice. The license plate and vehicle information will be recorded and added to an enforcement database.
- b. The second instance will result in an administrative citation, and a fine will be assessed based on the violations detailed in sections 1 and 2 above.
- c. After the second instance of a vehicle being parked in violation of these regulations, it will be subject to towing if it is parked outside of designated space.

The trail parking enforcement zone will be limited to 1,000 feet from trailheads and designated trail access points as defined by the Snyderville Basin Special Recreation District's Trails Master Plan.

## **19.7 Cancellation Policies**

*Amended March 3, 2021*

To request a credit or refund, a Patron Credit Request Form must be completed and submitted to [refunds@basinrecreation.org](mailto:refunds@basinrecreation.org). All refunds will be issued through the original method of payment. If cash was used, the patron will be issued account credit or a check. Payments to the District are subject to the following policies:

19.7.1 General Policy: Unless specifically provided below, full refunds will be given if notice of cancellation is provided at least seven (7) or more calendar days prior to the first day of an activity, camp, or program. All cancellation requests must be submitted via a timestamped email at least seven (7) or more calendar days prior to the first day of an activity, camp, or program to be eligible for a refund. Any requests received after the cancellation deadline above will not be considered.

19.7.2 For purposes of this policy, the first day of an activity or program is defined as the date of the first scheduled camp session, meeting, practice, or evaluation. Programs canceled by the District will be refunded in full. This general policy applies to all camps, sports, athletic leagues, swim lessons, clinics, and programs. Refunds for inclement weather are at the discretion of staff.

## **19.8 Fieldhouse Pass Policy**

The Fieldhouse Pass policy is as follows:

- a. Single day and one (1) month passes are non-refundable and non-creditable.
- b. Refunds on all other passes will be pro-rated. No retroactive cancellations.
- c. Only twelve (12) month passes may be put "on hold" by direct request to the Fieldhouse Supervisor. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months during the original twelve (12) month pass period. Advanced notice is required.

## **19.9 Fieldhouse Rental and Reservation Policy**

All cancellation requests for a Party Room, Court, Field, or Bounce House reservation must be received at least three (3) calendar days prior to the reservation date to be eligible for a refund. Any requests received less than three (3) calendar days prior to the reservation will not be considered for a refund. If the District must cancel a reservation, the reservation holder will be given a full refund, or the reservation will be rescheduled to a mutually agreed-upon time.

## **19.10 Meeting Room and Park Pavilion Policy**

If the applicant cancels a reservation seven (7) or more calendar days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is canceled less than seven (7) calendar days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date, or the District will provide a credit toward a mutually agreed upon future reservation.

**19.11 Coach Credits**

If a coaching credit is offered, the credit will be placed on the payer's account at the conclusion of the season. It will be available to use towards future purchases.

**19.12 Special Circumstance Policy**

If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.

Without exception, no credits or refunds will be given under any of the above provisions if the request is received after the final day of the program.



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**20.0 | Parks Operations**

References

- See Field Cancellation Matrix, Exhibit 2 in the Interagency Field Use Policies (2012)
- See Summit County Animal Control Regulations, as amended

**20.1 Operational Programming**

*Amended March 3, 2021*

20.1.1 The Recreation Department, with input from the Parks & Facilities Department, will announce any field cancellations by 4:00 pm.

20.1.2 The Recreation Department will either cancel all games and announce such cancellation on the weather hotline or leave the cancellation responsibility to the coaches and field officials.

20.1.3 The Recreation Department should notify the Parks and Facilities Department of any cancellations during questionable weather by noon of the following day.

20.1.4 Cancellations of club sports games should be made by 2:30 pm on weekdays (by the Parks Department), or game continuation will be determined by coaches and on-site field officials.

20.1.5 Cancellations on weekends will be made two (2) hours (when possible) in advance of the first game and the information recorded on the weather hotline immediately thereafter.

20.1.6 Cancellation of club sport games on weekends will be made by the coaches and on-site game officials unless previous logistical agreements have been made by the Recreation Staff and team managers.

20.1.7 All game cancellations due to weather conditions will be made according to the Field Cancellation Matrix found as in Exhibit 2 in the Interagency Field Use Policies (2012).

20.1.8 All-weather hotline updates will be the responsibility of the Recreation

**20.2 Tennis and Pickleball Instruction**

*Amended March 3, 2021*

Approved tennis and pickleball instructors may use District tennis courts at Trailside and Willow Creek Parks for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

20.2.1 Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons

be pre-approved by the District. Instructors must reserve court space online.

20.2.2 Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time, and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

20.2.3 Fees: Instructors must pay the District a “court-use fee” when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

20.2.4 Maximum Lesson Size: All lessons must be capped at a one to three (1-3) ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

20.2.5 Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

20.2.6 Certifications: The District does not require instructors to be certified; it is up to the hiring individual to seek certified instructors if desired.

20.2.6.1 If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

### **20.3 Dog Policy in Parks**

Users will keep all dogs off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six-foot (6') leash maximum) and under the control of the owner. Owners must be “in possession” of the dogs (physically holding on to the leash), and dogs may not be tethered to any fixed objects or structures. Dog owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the regulations of Summit County Animal Control. Owners must be present with their dog at all times in off-leash areas, which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No dogs are permitted on synthetic turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her dog and self if any of the above rules are violated.

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**21.0 | Fieldhouse Operations**

**21.1 Fieldhouse Use Policy**

*Amended March 3, 2021*

21.1.1 Definitions:

- a. Resident Pass: Daily, Monthly, or Annual with associated fees adopted by the District Board and offered to those living or working in Summit County.
- b. Non-Resident Pass: Daily Pass with associated fees offered to visitors of Summit County.
- c. Senior and Youth Citizen Pass: Discounted pass with associated fees for those sixty (60) years and over and youth (17) years and younger.
  - i. Stakeholder: Any team or organization within the Park City School District (“PCSD”) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for use:
  - ii. At least seventy-five percent (75%) of the team or organization’s participants reside in the PCSD.
- d. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.
- e. For-Profit: A business or other organization whose primary goal is making money or a profit. For-profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, an entry fee, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

21.1.1 Fees: The Board shall adopt administrative fees from time to time to offset the costs associated with these policies and programs.

The District may alter, change, and/or add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow District policies could result in (1) revocation of passes or privileges, (2) financial responsibility for damages, and/or (3) the loss of use of any District facility.

21.1.2 General Policies: The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

21.1.2.1 Programs and special events sponsored by the District will take first priority.

- a. In accordance with the CC&R’s of the Newpark Development Agreement, the District will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.

21.1.2.2 Stakeholder games/practices will take second priority.

- a. Reservations by stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
- b. All PCSD UHSAA-sanctioned sports will be given priority from 3:00-5:00 pm on Mondays – Thursdays during the school year.
- c. Reservations for stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.

21.1.2.3 Non-resident groups will take third priority.

- a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

21.1.2.4 A Fieldhouse Use Application and Agreement must be submitted to the District at the time the reservation is made.

- a. Deposits: Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
- b. Final Payment: Final payment for facility use is due twenty-four (24) hours prior to occupancy. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
- c. Cancellations: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a reservation is canceled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date, or the District will provide a credit toward a mutually agreed upon future reservation.

21.1.2.5 Proof of local status is required for advanced reservations and to qualify for local user fees.

21.1.2.6 Reservations will be configured in one to two (1-2) hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.

21.1.2.7 To the extent possible, District personnel will schedule with consideration given to the most efficient use of the facility. For example, baseball and softball may be block-scheduled to utilize batting cages.

21.1.2.8 Reservation schedules will be posted on-site and online weekly.

21.1.2.9 Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.

21.1.2.10 Church and civic groups are subject to the same Resident and Non-resident fees published in the Fieldhouse Fee Schedule. The District does not consider fee waivers.

21.1.2.11 Regulations:

- a. Events Outside Normal Hours of Use: Extra staff costs will be charged for reservations before or after facility hours.
- b. Supervision: All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
- c. Conduct: No person shall engage in fighting, riotous, threatening, or indecent conduct or use any abusive, threatening, profane, or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the facility immediately.
- d. Modifications: Any modification to the facility must first be approved by the District, including but not limited to the placement of soccer or lacrosse goals or any temporary structures.
- e. Damage and Clean-Up: The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
- f. Sponsorship: The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
- g. Concessions: All concessions and fundraising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Summit County.
- h. Alcohol: No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the County Manager and with the prior written approval of the District Director.
- i. Drugs: No person shall possess or use any illegal drugs on Fieldhouse property.
- j. Pets: With the exception of certified and designated service animals, no pets allowed unless permitted by special event.
- k. Noise: The reservation does not grant permission to amplify sound or music unless approved by District staff.
- l. Parking: Parking is not exclusive to Fieldhouse reservation holders.
- m. Lost and Found: The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty
- n. (30) days.
- o. Insurance: User Organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list Snyderville Basin Special Recreation District as an additional insured and provide coverage for a

minimum of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury and property damage. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. User Organization agrees to indemnify, defend, and hold the District, its officers, and employees harmless from any and all claims, losses, costs (including attorneys' fees), and other liability because of injury to persons or property arising as a result of or in connection with User Organization's use of the facilities provided under this policy, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

- p. Facility Use Policies: User agrees to follow all District Fieldhouse policies and accepts responsibility for informing agents of the user of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

## **21.2 Fitness Pass Policy**

*Amended March 3, 2021*

21.2.1 Application: The pass holder represents and warrants that all facts stated in his/her application are true and correct and that all children identified therein are legal dependents of the pass holder. The application is incorporated by reference to the agreement.

21.2.2 Payment: All payments to the District are subject to the cancellation policies of the District. Returned Check Policy: If a check is returned for insufficient funds, the District will submit the check a second time. If the check is returned again, the fitness pass will be terminated, and the pass holder will be assessed a handling fee. The pass holder will be required to pay the handling fee prior to acceptance of any future Fieldhouse application.

21.2.3 Fee Guarantee: Passholder fees may be modified from time to time by the District Board. No fee increase outside the approved fee range will be applicable until both the fitness pass has expired, and public notice of the fee increase has been given.

21.2.4 Fitness Pass Cards and Basin App: Pass holders will be issued a card or may download the Basin App to their electronic device, which will entitle the pass holder and appropriate family members to enjoy the benefits of the facility. Pass holder agrees to present the card or use the Basin App for admittance and to be responsible for the proper use of the card and App by all family members. The pass holder agrees that if the card is lost or misplaced, then the pass holder will be required to purchase a replacement card or use the Basin App before being admitted to the facility.

21.2.5 Pass Holder Privileges: Pass holders (including spouse and family members, as appropriate) will be admitted to public areas of the Fieldhouse such as the weight room, indoor track, indoor field and gymnasium, and pool and hot tub (during open play periods) at no additional charge. Batting/golf cages, programs, and field rentals will incur additional fees.

21.2.6 Special Events: Pass holders must recognize that the District is required through contractual

agreement to host non-athletic special events no less than ten (10) calendar days per year. During these events, regular Fieldhouse hours may be modified or unavailable. Notice of special events, including modified hours or periods of closure, will be posted in the main lobby.

21.2.7 Rules and Regulations: Pass holders must acknowledge that the Fieldhouse operates under rules and regulations established for the safety and protection of patrons and agree to be bound by such, as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District are incorporated into the agreement by reference. Facilities, equipment, hours, service, regulation, and policies are subject to change without prior notice, at the sole discretion of the District, and the pass holder agrees to accept such changes as a condition of being a pass holder.

21.2.8 Behavior: Pass holders must acknowledge that Basin Recreation's facilities and programs are public and pass holder's behavior impacts other patrons. Should the pass holder behave in a manner that Basin Recreation management deems inappropriate, including but not limited to behavior that is threatening, dangerous, offensive, unsportsmanlike, or obscene, any recreation pass or other indicia of authorization to use Basin Recreation facilities may be revoked or suspended and/or participation in any activity may be prohibited.

21.2.9 Age Restrictions: Pass holders must agree to observe the age limitation of fourteen (14) years of age or older for all equipment and District-run classes both inside and outside the Fieldhouse, specifically excepting youth-related classes.

21.2.10 Pass Holder Responsibility: Pass holders must recognize that there are hazards connected with activities at the Fieldhouse. On behalf of the pass holder, spouse, and any dependent designated in pass holder's applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees harmless from and against any and all loss, damage, and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of pass holder or of any spouse or dependent identified on pass holder's application. Pass holder further must agree to release the District and its officers, agents, Board, and employees from any and all liability arising out of injury to pass holder, spouse, or any dependent identified in the application or otherwise supervised by pass holder from and against the same. Pass holder understands that he/she retains complete responsibility for the supervision and safety of the pass holder's child on District property during a fitness class.

21.2.11 Pass Account Holds: Only twelve (12) month passes may be put "on hold" pursuant to a direct request to the Facility Supervisor. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months.

21.2.12 Agreement: The signed agreement, the pass holder's application, the fee schedule in effect, and the District's rules and regulations in effect and as amended constitute the entire agreement between the pass holder and the District. Should the District need to verify the passholder's identity a photo ID will be required to check in or a profile photo will be added to their account.

### **21.3 Personal Trainer Policy**

*Amended January 22, 2020*

All personal trainers must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Staff, trainers are responsible for representing and maintaining the standards of the District by educating clients on proper technique and safety and maintaining an enjoyable atmosphere for all patrons and clients. To that end, the District has adopted the following rules and regulations:

- a. All trainers must execute the Personal/Athletic Trainer Agreement prior to conducting any training at the Fieldhouse.
- b. Trainers **MUST** sign in and out at the front desk upon entering and exiting the Fieldhouse. No exceptions.
- c. Badges must be worn at all times inside the Fieldhouse. Trainers will not be allowed past the front desk without a badge, and it may not be removed until training has ceased.
- d. Trainers must pay the facility rental fee prior to running a session(s).
- e. Trainers must maintain and clean fitness room and storage area, put away weights and equipment, disinfect cardio machines and mats. Always clean up after yourselves and others.
- f. Trainers must be flexible with space and time.
- g. Trainers must monitor and record equipment breakdown and maintenance problems. Report any maintenance issues immediately to the Fieldhouse Staff.
- h. Trainers must ensure that safety standards are met, and that District and facility policies are adhered to.
- i. If ALL rules and regulations are not followed, the trainer's privileges may be revoked.

The Board shall adopt administrative fees from time to time to offset the costs associated with these policies and programs.

### **21.4 Tennis and Pickleball Instruction**

*Amended January 23, 2019*

Approved tennis and pickleball instructors may use District courts at The Fieldhouse for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

21.4.1 Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. Please contact the District office prior to any instruction on District courts.

21.4.2 Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time, and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

21.4.3 Fees: Instructors must pay the District a "court-use fee" when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.



21.4.4 Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

21.4.5 Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

21.4.6 Certifications: The District does not require instructors to be certified; it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**22.0 | Special Events**

*Amended March 3, 2021*

**22.1 Special/Reserved Events on District Fields**

22.1.1 Hours of Use: Parks are open for use during daylight hours. Special approval from the District must be obtained for use of facilities before or after daylight hours.

22.1.2 Applications: Applications may not be made more than one (1) calendar year prior to the application's event date. Returning events are permitted to apply for the subsequent year immediately following the event, with the understanding that pricing may change. All Field Use applications must include the required application fee at time of submittal. A damage deposit, plus fifty percent (50%) of the event fees is due at least sixty (60) days prior the event. The remaining balance of fees is due fifteen (15) days before the event. Properly completed applications will be processed on a first-come, first-served basis. Non-refundable processing fees will apply.

22.1.3 Right to Deny: Applicants who fail to meet any of the requirements or fill out an incomplete application will not be processed. The District reserves the right to turn down any application based on past performance, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth at the District's discretion. Failure to follow any District policy may result in (1) revocation of the event and (2) the applicant being held financially responsible for park and/or field damages, including but not limited to signs, restrooms, benches, and parking facilities.

22.1.4 Supervision: All person(s) or group(s) holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to District personnel. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the field in a safe and responsible manner. The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.

22.1.5 Conduct: No person shall engage in fighting, riotous, threatening, or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff or coaches, players, officials, or spectators will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.

22.1.6 Field Modifications: Any modification to the field(s) must first be approved by the District, including, but not limited to, placement of soccer goals, changing the shape of fields, or setting up any temporary or permanent structures. No temporary tents may be staked on grass areas without prior approval by the District. Staking of temporary tents is prohibited on synthetic fields.

22.1.7 Temporary Signs: Production and placement of cautionary signage may be required of the event

promoter. All signage must be removed from park and field facilities, city and county roads, and public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

22.1.8 Fees: A damage deposit per field and half of the event fees are due at least sixty (60) days prior to the start of the event. The remaining balance of fees is due fifteen (15) days before the event. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts. The damage deposit will be held in a non-interest-bearing account. The Board shall adopt administrative fees from time to time to offset the costs associated with these events and programs.

22.1.9 Clean-Up: The user shall leave the field(s) and amenities in a clean and orderly condition. All equipment shall be returned to its designated location. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. The following items are NOT permitted at any event on the District property: plastic (any type of plastic that has NO number for recycling), all Styrofoam, and wax or plastic-coated paper.

22.1.10 Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

22.1.11 Damage: The user shall require that all persons it is responsible for (coaches, players, spectators, and others) use the field(s) in a safe, prudent, and responsible manner and only for its usual and intended purpose. The user shall be liable for any damage (other than ordinary wear and tear) resulting to the field(s) and amenities, including pavilions, restrooms, and improvements adjacent to the fields by either the user or persons responsible for supervising. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the facilities by District staff and compliance with the terms and conditions set forth herein. If needed, field repair and cleanup of facilities will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials, and equipment. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

22.1.12 Insurance: The District requires all applicants to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the certificate of liability insurance endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the field use.

22.1.13 Cancellations: Field use may be canceled by the applicant up to sixty (60) days prior to the field use date without penalty. For cancellations within sixty (60) days and not less than thirty (30) days prior

to the field use, fifty percent (50%) of the fees shall be refunded to the applicant. For cancellations within thirty (30) days and not less than fourteen (14) days prior to the field use, twenty-five percent (25%) of the fees shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to a refund. Field use canceled by the District shall result in a full refund of fees.

22.1.14 Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the field(s) is to be used without the express written consent of the District Director.

22.1.15 Concessions: All concessions and fundraising activities conducted on or adjacent to fields rented in this agreement may be subject to licensing and permitting through Summit County.

22.1.16 Alcohol: No person shall possess or use any alcoholic beverages on District property except with prior written approval of the District Director.

22.1.17 Drugs: No person shall possess or use any illegal drugs on District property.

22.1.18 Pets: Users will keep all pets off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six-foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash), and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off-leash areas, which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet and self if any of the above rules are violated.

22.1.19 Noise: The permit does not grant permission to amplify sound or music. No amplified music may be played without written District approval.

22.1.20 Parking: Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed and/or towed. A parking, shuttling from remote sites, and access plan may be required as part of the application. One (1) parking attendant to notify participants and spectators of where to park is required for every parking lot impacted. If parking rules are not followed and/or if cars are parked illegally, the damage deposit will be forfeited.

22.1.21 Fires: Fires on District property are prohibited, with the exception of propane barbecues.

22.1.22 Safety and Emergency Plan: A safety and emergency medical plan may be required as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on-site at the time of the event. This will be determined by the nature

and size of the activity.

22.1.23 Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners, and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District, and the Summit County Sheriff. Approval by these entities will be required where applicable as part of this process.

22.1.24 Applicants must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

## **22.2 Special Events at Trailside Bike Park and Skate Park**

*Amended March 3, 2021*

The District established these policies for all persons and groups that use Trailside Skate Park and Bike Park trails for special events and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change, or add any rules it deems necessary to provide the public and citizens of the Snyderville Basin with safe, high-quality trails within the Bike Park. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for damage to trail amenities such as signs, restrooms, trailheads, benches, parking facilities, etc.

### 22.2.1 General Policies

22.2.1.1 Location: Special Events are only permitted at the Trailside Skate Park and Bike Park on the District-designated trails. The District Administrative Office will maintain a current list of designated Bike Park trails.

22.2.1.2 Event Defined: Activities will be classified as an event if the event has more than ten (10) participants in a twenty-four (24-) hour period.

22.2.1.3 Fees and Charges: All special events conducted at the Skate Park or Bike Park require a permit application fee, event fee, and damage deposit. The specific deposit amount is determined at the sole discretion of the District, considering the event's impact. Such deposit amount is subject to change after full review of the application and supporting documents. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

22.2.1.4 Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date, except returning events are permitted to apply for the subsequent year immediately following the event. The required application fee is due at the time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. All

necessary information must be provided for an application to be considered completed. Safety and emergency medical plan and certificate of insurance are also due at the time of application to secure the desired dates. A damage deposit, plus fifty percent (50%) of the event's fees is due at least sixty (60) days prior to the event. The remainder balance of the deposit is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis.

**22.2.1.5 Security Damage Deposit:** A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

**22.2.1.6 Deposit Refund/Forfeit:** Trails/parks must be clean of debris, trash, markings, and other materials immediately following the event. If needed, trail repair and cleanup will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials, and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the facilities in a safe and responsible manner. The applicant shall be liable for any damage resulting to the facilities, including signs, restrooms, benches and other improvements adjacent by either the applicant or any person involved in the event. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.

**22.2.1.7 Approval:** The Parks Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

**22.2.1.8 Insurance:** If the applicant is an organization, for-profit or otherwise, or an individual using the amenity for profit, the applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per single occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

**22.2.1.9 Additional Permitting:** This is not a Summit County permit. The applicant is responsible

for acquiring all necessary permits from various government entities, landowners, and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District, and the Summit County Sheriff. Approval of these entities will be required where applicable as part of the application process. Applicants must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

**22.2.1.10 Safety and Emergency Medical Plan:** A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on-site at the time of the event. This will be determined by the nature and size of the activity. Helmets are required for all participants for any training, practice, and/or competition run during or before an event occurring at the Trailside Skate Park or Bike Park.

**22.2.1.11 Parking and Transportation Plan:** Parking and access is allowed in designated areas only. A parking, transportation, and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

**22.2.1.12 Right to Deny:** Applications that fail to meet the above requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth in the special events application.

**22.2.1.13 Cancellation/Reschedule:** Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather, poor trail conditions or other scheduling conflicts due to unforeseen circumstances, the event may be cancelled and/or rescheduled at the sole discretion of the District. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

#### **22.2.14 Regulations**

**Hours of Use:** The Skate Park and Bike Park are open for use during daylight hours unless

otherwise approved by the District.

- a. **Supervision:** All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
- b. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
- c. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the Trails Manager, including but not limited to the placement of signs, environmentally friendly race markings, flagging, aid stations, or the setting up of any other temporary or permanent structures. Any request for trail modification must be made no less than seventy-two (72) hours before the event, and if approved, such modification will only be made by the District's Trail Department unless written permission is granted by the Trails Manager. Permanent course markings are prohibited.
- d. **Motorized Vehicles:** Motorized vehicles are PROHIBITED in the Skate Park and Bike Park without written consent from the Trails Manager or District Director. On a case-by-case basis, District-owned vehicles may be able to assist in events where needed.
- e. **Waste:** Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.
- f. **Sponsorship:** The applicant shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District Director.
- g. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to trails events shall be subject to licensing and permitting through Summit County and approval from the individual property owners.
- h. **Alcohol:** No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
- i. **Pets:** Dogs must be leashed and under the control of the owner at all times.
- j. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time, and place an event occurs. All events must comply with the Summit County Noise Ordinance.
- k. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.
- l. **Temporary Signs:** Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.



The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

#### 22.2.15 Terms and Conditions

- a. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with, the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
- b. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees, and representatives from and against any and all claims, damage, loss, expense, injury, or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
- c. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
- d. Applicant agrees to obey all rules and regulations of the District.
- e. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees, and participants during the event.
- f. Applicant agrees that permission to use the facilities and any permit is revocable by the District at any time.

### **22.3 Special Events on District Trails**

*Amended March 3, 2021*

The District established these policies for all persons and groups that use District trails for special events, and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on

District-managed trails. The District may alter, change, or add any rules they deem necessary to provide the public and citizens of the Snyderville Basin with safe, high-quality trails. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for trail damages, including damage to trail amenities, signs, restrooms, trailheads, benches, parking facilities, etc.

#### 22.3.1 General Policies

22.3.1.1 Location: Special Events are only permitted on trails identified by the District. Please contact the District Administrative Offices for the current list of permitted trails.

22.3.1.2 Allowable Limits: Events may not occur back-to-back weekends on each of the trail systems identified above, excluding events directly sponsored or co-sponsored by the District.

22.3.1.3 Event Defined: Activities will be classified as an event if such as more than ten (10) participants in a twenty-four- (24-) hour period.

22.3.1.4 Fees and Charges: All Special Events conducted on District trails require a permit application fee, trail fee and deposit for the use. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

**Fees for use of open space lands will be determined on the user group classification, the amount of impact and anticipated number of people, participants plus spectators, on the land for the event.**

DUMPSTERS / PORTAPOTTIES, IF NEEDED, ARE THE RESPONSIBILITY OF THE EVENT APPLICANT

22.3.1.5 NOTE: Public trails will not be closed for events. Production and placement of cautionary signage may be required of the event promoter. District staff and/or event promoter will post notification of the event one (1) week prior to the scheduled event at trailheads, intersections and access points that are directly impacted. Permanent course markings are prohibited. Local and out-of-area for-profit Nordic and snowshoe events will be charged an hourly grooming fee after completion of the event. Upon request, a trail may be groomed prior to the event at an hourly rate.

22.3.1.6 Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date. The application fee is due at time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. Properly completed applications will be processed on a first-come, first-served basis. All applicable information listed below must be provided as part of the application and for an application to be considered complete. A deposit, plus fifty percent (50%) of the trail fees is due sixty (60) days prior to the event. The remainder of the balance of trail fees is due fifteen (15) business days before the event. Letters of permission, safety, emergency medical plans, and a certificate of insurance is also due at the time of application to secure the desired dates. All proposed events must comply within the boundaries as described by the District.

22.3.1.7 Letters of Permission: The applicant must obtain a letter of permission from each property owner impacted by the event. Special events must occur on trail corridors as directed by the District.

22.3.1.8 Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

22.3.1.9 Deposit Refund/Forfeit: Trails must be clean of debris, trash, markings, and other materials immediately following the event. If needed, trail repair and cleanup will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials, and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and

compliance with the terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

22.3.1.10 Approval: The Trails and Open Space Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

22.3.1.11 Insurance: If the applicant is an organization, for-profit or otherwise, or an individual using the amenity for profit, the applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

22.3.1.12 Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners, and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District, and the Summit County Sheriff. Approval by these entities will be required where applicable as part of the application process. Applicants must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

22.3.1.13 Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on-site at the time of the event. This will be determined by the nature and size of the activity.

22.3.1.14 Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation, and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

22.3.1.15 Right to Deny: Applications that fail to meet the requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event, including, but not limited to, failure to follow the policies set forth in the special events

application.

22.3.1.16 Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather or other scheduling conflicts due to unforeseen circumstances, the event may be rescheduled pending approval from the District and affected landowners. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

#### 22.3.1.17 Regulations

- a. Hours of Use: Trails are open for use during daylight hours, unless otherwise approved by District officials.
- b. Supervision: All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
- c. Conduct: No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
- d. Trail modifications: Any modifications to the trail(s) must first be approved in writing by the District, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. Permanent course markings are prohibited.
- e. Damage and clean up: The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the trails in a safe and responsible manner. The applicant shall be liable for any damage resulting to the trails, including signs, restrooms, benches, and other improvements adjacent to the trails by either the applicant or the persons it is responsible for. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.
- f. Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.
- g. Sponsorship: The applicant shall not represent or imply that the District in any way

sponsors, supports, or endorses the activity for which the trails are to be used without the express written consent of the District.

- h. Concessions: All concessions and fund-raising activities conducted on or adjacent to trails events in this agreement shall be subject to licensing and permitting through Summit County and approval from the individual property owners.
- i. Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
- j. Pets: Dogs must be leashed and under the control of the owner at all times.
- k. Noise: The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time, and place an event occurs. All events must comply with the Summit County Noise Ordinance.
- l. Lost and Found: The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.
- m. Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from trails, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.

#### 22.3.1.18 Terms and Conditions

- a. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with, the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
- b. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees, and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
- c. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
- d. Applicant agrees to obey all rules and regulations of the District.
- e. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees, and participants during the event.
- f. Applicant agrees that the use of the facilities and this permit shall be revocable by the District at any time.

## 22.4 Pavilion Rental

*Amended March 3, 2021*

### Terms and Conditions

- a. The District will accept park pavilion reservations beginning April 1 for time between May 15-October 15 of the current year. Reservations must be made twenty-four (24) hours in advance.

- b. All park pavilion reservations must be paid for before the date and time can be reserved.
- c. The Applicant must reserve sufficient time for set-up and clean-up during the reservation period.
- d. Groups are responsible for keeping and leaving the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
- e. In an effort to provide more opportunities for park users to make reservations, multi-day pavilion rental requests will not be granted.
- f. In the event of inclement weather that causes the event to be canceled in its entirety, the applicant may apply for a refund within seven (7) days of the canceled event.
- g. No amplified music may be played without prior approval by the District.
- h. No temporary tents may be staked on grass areas.
- i. Dogs must be leashed. Dog owners are responsible for clean-up after their pets. Dogs may not be tethered to trees or park equipment.
- j. The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
- k. Motorized vehicles may NOT be driven within any park. District trails are also intended for non-motorized use only.
- l. Before any concessions shall be permitted, a license or permit shall be approved and purchased through Summit County.
- m. Fires within park boundaries are prohibited, with the exception of propane barbeques provided by the Applicant.
- n. Overnight camping is prohibited within park boundaries unless prior written approval from the District is received.
- o. No person shall carry or discharge firecrackers, rockets, or any other explosives within park boundaries. Firearms are prohibited with the exception of law enforcement personnel engaged in official duties.
- p. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
- q. No person shall engage in fighting, threatening, or indecent language while on park property.
- r. No person shall possess or use illegal drugs within the park boundaries.

## **22.5 Fieldhouse Special Events Policies**

*Amended March 3, 2021*

### 22.5.1 Definitions:

- a. **Special Event:** Any proposed activity that is deemed by the Fieldhouse Manager to be a non-traditional use of the Fieldhouse facility. Special Event reservations will be subject to additional review and more elaborate permitting requirements.
- b. **Private Groups, Local:** Groups comprised of citizens that reside within the combined jurisdictions of the District and the incorporated area of Park City.
- c. **Private Groups, Out of Area:** Groups comprised of individuals residing outside the combined jurisdictions of the District and the incorporated area of Park City.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

### 22.5.2 Purpose

The District Board established these policies for all persons and groups that use the Fieldhouse facilities for Special Events. The District may alter, change, and add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow these policies or any District policy could result in (1) the revocation of programs or special event privileges for the individual or group, (2) financial responsibility of the individual or user group for damages, and/or (3) the loss of use of any District facility.

### 22.5.3 Scheduling and Reservations

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

22.5.3.1 Programs and special events sponsored by the District will take first priority. In accordance with CC&R's of the Newpark Development, the District will utilize the Fieldhouse facility for a minimum of ten (10) days per calendar year for non-athletic events such as concerts and conventions.

22.5.3.2 Reservations for Stakeholder activities will take second priority. A Stakeholder is defined as any team or organization within the Park City School District (PCSD) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for facility use:

- a. At least seventy-five percent (75%) of the team or organization's participants reside in the PCSD.
- b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.
- c. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
- d. Tournaments and qualified special events may be scheduled up to twenty-four (24) months in advance, in accordance with the special events application and polices set forth below.

22.5.3.3 Reservations for Local Private Groups (non-stakeholders) will take third priority. Scheduling requests may be submitted up to four (4) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

22.5.3.4 Reservations for Out-of-Area Private Groups will take fourth priority. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

#### 22.5.3.5 Special Events Application and Review Policies.

Applications for special events must be submitted no less than one hundred twenty (120) days prior to the day of the event.

- a. Applications will not be considered more than twenty-four (24) months in advance.
- b. The Fieldhouse Manager may reject the application if it is determined to be in conflict with historically high demand days, dates, and/or times when the facility is being used for its intended purpose in serving District constituents.
- c. The application may be recommended for further review by the Fieldhouse Manager to the following:
  - i. District Board
  - ii. Newpark Owner's Association Review Committee
  - iii. Park City Fire District
  - iv. Summit County Planning for applicable permitting when a request is made for any of the following: temporary structures such as tenting, outdoor vendors, banners, exterior lighting, parking demand in excess of space available, and high traffic volumes.
- d. A favorable decision on the application will not be made until the applicant has acknowledged that it is able to comply with all stipulations set forth in the review for the special event use.

22.5.3.6 A Fieldhouse special event application must be submitted for non-standard uses and the applicant may be subject to more extensive application submittals and additional fees.

- a. Deposits: Special events require a fifty percent (50%) deposit at the time of reservation confirmation.
- b. Final Payment: Final payment for the event is due forty-eight (48) hours prior to the event. Special final payment arrangements will be considered at the request of stakeholder groups reserving large blocks of time.
- c. Cancellations: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

22.5.3.7 Proof of local status is required for advanced reservations and to qualify for local user fees.

22.5.3.8 Reservations will be configured in one- (1-) hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.

22.5.3.9 Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.



22.5.3.10 All non-profit organizations regardless of affiliation are subject to the same Private Group fees published in the District Fieldhouse Fee Schedule. The District does not consider fee waivers.

#### 22.5.3.11 Regulations

- a. Hours of Use: Fieldhouse hours established by the District shall be posted on site and on the District website. For reservations before or after posted operating hours, an extra staff charge will apply.
- b. Supervision: All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
- c. Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, referees, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.
- d. Modifications: Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or setting up of any temporary structures.
- e. Damage and clean-up: The reservation holder shall require that all persons for whom it is responsible (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
- f. Sponsorship: The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
- g. Concessions: All concessions and fund-raising activities conducted on or adjacent to rented facilities shall be subject to licensing and permitting through Summit County.
- h. Alcohol: No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the Summit County and with the prior written approval of the District Director.
- i. Drugs: No person shall possess or use any illegal drugs on Fieldhouse property.
- j. Pets: No pets allowed unless permitted by special event.
- k. Noise: The reservation does not grant permission to amplify sound or music unless approved by District staff. Events shall not violate the Summit County Noise Ordinance.
- l. Parking: Parking is not exclusive to Fieldhouse reservation holders.
- m. Lost and Found: The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.

22.5.3.12 Events that expect large traffic volumes should plan to provide traffic/parking management.

22.5.3.13 It is the applicant's responsibility to contact agencies that may be involved in the permit, inspection, sales, convenience, or assistance process connected with the event. Those agencies may include, but not be limited to: Park City Fire Service District, Summit County Planning Department, Summit County Health Department, Summit County Sheriff, Summit County Commission, and Alcoholic Beverage Control Commission.

22.5.3.14 Applicant/organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list the District as an additional insured and provide coverage for a minimum of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.

22.5.3.15 Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. This insurance requirement will not apply to small groups hosting birthday or similar parties with twenty-five (25) participants or less. All applicants/organization, regardless of size, must indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant/organization's use of the facilities except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

22.5.3.16 The person signing for the applicant must be authorized to bind its organizations. The applicant will inform its organization officials of the terms of this permit and shall require them to abide by its terms. Any amendment, modification, termination, or rescission affecting the permit shall be made in writing and signed by the parties. The applicant/organization shall not assign or transfer any rights under this permit without first obtaining the prior written consent of the District.

22.5.3.17 The applicant/organization acknowledges that the District's responsibility in scheduling the Fieldhouse is solely to provide coordination between reservation holders. The District will make every attempt to provide unencumbered times for use during the reservation period.

22.5.3.18 The applicant/organization must agree to follow all District Fieldhouse Policies. The applicant/organization must acknowledge receipt and understanding of the District's Fieldhouse Policies, and accept responsibility for informing agents of the applicant/organization of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

22.5.3.19 Applicant must assume complete responsibility for individuals involved with the applicant/organization (whether employees or volunteers).

**Snyderville Basin Special Recreation District**  
**Personnel & Operations Policy Manual**  
**23.0 | Recreation Programs**

References

- See Protection of Athletes with Head Injuries Act UCA Title 26, Chapter 53

**23.1 Concussion and Head Injury Policy**

UCA Title 26, Chapter 53, the “Protection of Athletes with Head Injuries Act” requires an amateur sports organization to adopt and enforce a concussion and head injury policy and inform a parent or legal guardian of the policy and obtain the parent’s or legal guardian’s signature acknowledging that the parent or guardian of the child has read, understands, and agrees to abide by the policy before permitting a child to participate in a sporting event.

The following language shall be on all program waivers:

I understand that concussions and head injuries are risks associated with any sporting event. I agree to abide with a District official’s decision to remove my child from a sporting event if the official suspects my child has sustained a head injury or concussion. I also agree prior to my child resuming participation in District sporting events that my child shall be evaluated by a qualified health care professional who is trained in the evaluation and management of concussions (having successfully completed a continuing education course in the evaluation and management of concussions within the three (3) years preceding the evaluation) and shall provide to the District a written statement signed by the qualified health care professional clearing the child to resume participation in sporting events.

I acknowledge that I have read, understand, and agree to abide by, the concussion and head injury policy.

**23.2 Assumption of Risk Policy**

An Assumption of Risk Agreement must be completed in order to participate in any District program or activity held on District property.

23.2.1 In signing such agreement, participants and/or guardians of participants will acknowledge that there are foreseeable and unforeseeable risks and other hazards inherent in the activities of the organization, which may expose the participant to illness, injury or death and certify that he or she freely and voluntarily participates or allows participation in the organization’s activities with the knowledge of the danger involved, including, without limitation, the hazards of bodily injury associated with the field surface, including any artificial surface, and hereby agrees to assume and accept any and all risk of injury or death.

23.2.2 The participant or guardian/parent will also acknowledge that the District is not an insurer of

participant’s behavior, actions, or participation in the organization, or the activities of the organization, and that the District assumes no liability whatsoever for personal injuries or property damages to participant or to third persons arising out of participation in the organization or the organization’s activities. Participant or guardian/parent must agree to release, waive, covenant not to sue, indemnity and hold harmless the District, and all of the District’s officers, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by participant or loss or damage to any property belonging to participant arising out of or related to participation in the organization or such organization’s activities, excepting only such loss, damage, or injury as may be caused by the sole negligence of any Releasee.

23.2.3 Participant or guardian/parent must agree that the venue of any lawsuit arising out of or related to participation in the organization or organization’s activities shall be in Summit County, Utah and that the agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law.

23.2.4 Participant must warrant that he or she does not have any medical conditions that would prevent participation in organization or organization’s activities, or which create unacceptable risk of harm to participant or to others.

23.2.5 Participant must have adequate health insurance to cover the costs of treatment in the event of any injury. Participant must agree to pay any attorneys’ fees or costs incurred by the District in enforcing the agreement.

### **23.3 Camps**

Purpose: The District established these policies for the protection of District camp program participants. The District may alter, change, and add any rules it deems necessary to provide for the health, safety and welfare of campers.

#### **23.3.1 Counselor Background Checks**

- a. All counselors will be subject to comprehensive nationwide background checks, including E-Verify.
- b. Criminal history will be researched, including correction records, arrest records, court records, SSN verification and Sex Offender Registry.
- c. The results of the background check will be held as confidential.

#### **23.3.2 Driver Training, Driving Record Check and District Vehicle Use**

- a. The District will require the driving records of all counselors that will be transporting campers.
- b. All drivers will be twenty-one (21) years of age or older and will be required to complete a defensive driving class provided by the District and participate in training in fifteen- (15-) passenger van safety and driving.
- c. Compliance with District policies regarding vehicle use for camp programs, in addition to the District’s overall Vehicle Use Policy, shall be enforced:

- i. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the District.
  - ii. In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in District facilities. The District also prohibits smoking in District-owned vehicles.
  - iii. Camp counselors employed by the District are prohibited from using cellular phones while driving any District vehicle when the vehicle is in motion.
  - iv. Use of a cellular phone when driving any District vehicle in the transport of camp participants is cause for disciplinary action, up to and including termination.
  - v. Cellular phones may be used when the driver has safely pulled off the side of the road and placed the vehicle in park.
- d. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.
  - e. Employees shall keep the agency vehicles clean, presentable, and serviceable.

23.3.3 Money Handling: Counselors will be trained in District procedures to handle on-site camper registrations. All on-site camper registrations will be through credit card or check payments only. Counselors shall not accept cash payments.

23.3.4 Counselor Training: Counselor Training will be conducted by the District for all new hires. Ongoing communication between counselors and their supervisor(s) and continued education/training will be provided in the form of daily and/or weekly meetings which will address and support these areas:

- a. District expectations of counselors with regard to professionalism and courtesy.
- b. Managing behavior of children.
- c. Managing parental expectations.
- d. District Policies and Procedures.

23.3.5 Counselor Ratios: The District has established the following ratios representing the maximum number of campers to counselors to ensure adequate supervision of camp participants:

- a. Field Trip Camp 6:1 to 9:1 (depending on activity)
- b. Sports Camps 12:1
- c. Youth camps 4 to 6 years of age 6:1
- d. Summer Blast Camps 10:1

23.3.6 Camps Activities – Program Content

- a. Camp counselors will be trained in risk management and safety as it relates to facilities and program activities.
- b. Travel camp programs require due diligence research. The Recreation Coordinator, or designee, will research the safety record of outfitters or other recreation service providers to make a determination that a proposed activity is safe for all program participants. Activities that include use of any aircraft or other properties in connection with aviation activities are prohibited.

## 23.4 Code of Conduct for Camps

All parents must acknowledge and sign the following:

I hereby pledge to provide support, care and encouragement for my child participating in camp programs by following this code of ethics and following the Camp Rules:

- a. NO BULLYING - The District will not tolerate any form of bullying.
- b. First offense - Parent will be notified and child will be put on probation.
- c. Second offense - Child will be suspended for one to five (1-5) days.
- d. Third offense - Child will be expelled from camp indefinitely.
- e. Be respectful - Respect counselors and other campers.
- f. Participate - More participation=More FUN!
- g. No IPADS or valuables from home - The District is not responsible for lost, stolen, or damaged items.
- h. I will encourage my child to participate in activities planned by the staff.
- i. I will do my best to know in advance the locations of the camps and the needs of the campers.
- j. I will support and respect the camp staff.
- k. I will always address any issues with instructors or staff in a respectful manner. I will refrain from abusive or threatening language. My failure to do so could result in my inability to participate in any District programs or events.

### **23.5 District's Parent Code of Conduct**

The District is committed to providing positive and safe environments for all its participants. At each of the facilities and fields, the District asks that parents remember to conduct themselves in a positive, supportive and respectful manner. Anyone violating these regulations will be asked to leave the grounds immediately and future participation may be jeopardized.

23.5.1 All parents must acknowledge and pledge to provide support, care and encouragement for their child participating in recreation programs by following this code of ethics:

- a. I will encourage good sportsmanship by demonstrating positive support for all recreation participants, instructors and staff at every program or event.
- b. I will place the emotional and physical well-being of my child ahead of any personal desire to excel.
- c. I will provide support for instructors and staff working with my child throughout the season to provide a positive and enjoyable experience.
- d. I will remember that the youth programs are for children and not for adults.
- e. I will do my very best to make attendance at recreation programs a fun and enriching experience for my child.
- f. I will learn the rules of the game and the policies of the league.
- g. I will teach my child to play by the rules and to resolve conflict without resorting to hostility or violence.
- h. I will not engage in any unsportsmanlike conduct with any official, coach, player or parent.
- i. I realize that the coaches and staff are donating their time and efforts for the enjoyment of youth and I will promise to respect their decisions.
- j. I will always address any issues with instructors or staff in a respectful manner. I will refrain from abusive or threatening language. My failure to do so could result in my inability to participate in

any District programs or events.

### 23.6 Parent Self Checklist

By registering a child in a District program, parents must sign the following pledge to follow the rules below and exercise good judgment regarding personal conduct during youth programs.

- a. Punctuality. I will be on time or early when dropping off my child for camp. Some camps include a field trip, and dropping my child off late is unfair to the other campers and the facilities who are expecting our arrival. I understand the importance of picking up my child on time from all activities. Doing so shows respect for the counselors and instructors, who have other time commitments. Being on time tells my child that he or she is my top priority. I agree to pay a late fee for every 15 minutes I am past late pick-up (5:00 pm). If there is an extraordinary situation, I agree to contact the summer camp director to make the necessary arrangements.
- b. Preparation. I know that it is my responsibility to find out what materials will be needed for each day's activities and will prepare my child with the appropriate items. Materials may include lunch, water, a towel and swimsuit, athletic shoes, etc. The District will not provide any materials unless stated otherwise in the program description.
- c. Respect. I understand the rights and privileges of others should be respected. If I have a problem with a counselor, or I feel that any staff member has breached his or her responsibility, I will discuss it with a supervisor instead of directly confronting the individual.
- d. Good Attitude. I understand the importance of setting a good example of sportsmanship to my child by showing respect for all involved in the program, including other campers, parents, counselors, officials, and other staff members. I understand that my attitude can greatly affect my child's experience. I will refrain from making negative comments in the presence of my child. I understand that such comments plant a seed, which can negatively influence my child's motivation, overall experience, and future participation in sports and social activities.
- e. Purpose of Sports. I understand that the top three reasons kids play sports are to have fun, make new friends and learn new skills. I understand that the game is for the kids—not for me, my guests, our city, or our school—and I will encourage my child to have fun and keep sport in its proper perspective. I understand that athletes do their best when they are emotionally healthy, so I will be positive and supportive.

23.6.1 Drop Off / Pick Up: Parents must park in the designated area. Some schools will tow vehicles parked in restricted areas.

23.6.2 End of each day: Parents must clean up after campers and are responsible for checking the child's personal items at drop-off and pick-up to ensure they have not forgotten anything.

23.6.3 Fieldhouse: For programs held in the Fieldhouse, campers must observe rules for using the facility. All parents must also sign a Physician Authorization for Medication/Treatment.

23.6.4 Illness Policy:

A child may not participate in summer camp if he/she has any of the following symptoms:

- a. Fever (Participants must be fever free for 24 hours in order to return.)
- b. Any contagious disease such as strep throat, pink eye, chicken pox, etc.
- c. Vomiting
- d. Serious/hard coughing or difficulty breathing
- e. Rash/ Sores
- f. Diarrhea
- g. Mucus or pus from red eyes
- h. Thick drainage from the nose
- i. Sore throat

If a child becomes ill during the program, a staff member will try to contact a parent or authorized person to pick up the child.

23.6.5 Emergencies: If a child has an accident, injury or emergency while at summer camp that requires medical treatment by a health care provider, a staff member will immediately notify the child's parents.

23.6.6 Discipline Policy: The following are guidelines used when disciplinary action becomes necessary due to unacceptable behavior:

- a. Step 1: Warning for specific unacceptable behavior and parent notified.
- b. Step 2: Parent/Guardian conference to discuss corrective action and consequences for future incidents.
- c. Step 3: Suspension for one to two (1 to 2) scheduled days of the program and/or the remainder of the day. (NO REFUND FOR SUSPENSION DAYS)
- d. Step 4: Removal from the program. Repeated aggressive/inappropriate behavior with more than one (1) suspension will result in removal from program at the discretion of the Recreation Manager.

Some actions will result in an automatic suspension or dismissal from the program. Parents/Guardians will be contacted immediately to pick-up their child from the program. The participant will be suspended for the following day(s) and/or dismissed from the program as appropriate. The following are actions that will result in automatic suspension or dismissal:

- a. Showing extreme disrespect or disruption (abusive language)
- b. Damaging the recreation site, school, bus or supplies or stealing property
- c. Endangering another child or staff verbally (threats) or physically (hitting, spitting, acts of bullying, biting, throwing objects, etc.)

23.6.7 Electronics and cell phones: All electronics and cell phones should be left at home. If a parent feels that his/her child needs a phone at camp, the District will require it to be put away except in an emergency situation. The District will not be responsible for any lost or damaged items.

## 23.7 Scholarships

The District is committed to providing recreational opportunities to all children in the community, regardless of ability to pay. To receive a scholarship:

- a. Applicant must submit a completed Scholarship Application and indicate eligibility for free or reduced



school lunch program.

- b. For all recreation programs and for each week of camp, the applicant is still responsible for a nominal payment.
- c. Scholarships are available for travel camps if space is available. Applicant is responsible for paying for the District's hard costs of the camp.
- d. Any costs for which the Applicant is responsible for must be paid at the time of registration.
- e. If the applicant is not eligible for the free or reduced lunch program, whether or not a scholarship is granted will be determined on a case-by-case basis by the Recreation Manager.

**Snyderville Basin Special Recreation District  
Personnel & Operations Policy Manual  
APPENDIX**