

## UTAH COUNTIES INDEMNITY POOL

### PERSONNEL POLICY

#### PURPOSE

Utah Counties Indemnity Pool (UCIP) is a political subdivision of the State of Utah, governed by the UCIP Board of Directors (Board), operating under the laws of the State of Utah. The Board has adopted this Personnel Policy to identify the rights, privileges, obligations and responsibilities of employment with UCIP and to provide the Board and UCIP management with clear direction in dealing consistently with all employees in the following areas:

- Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for employment;
- Providing equitable and adequate compensation and benefits;
- Training employees as needed to assure high quality performance and to provide the employee with the skills needed to meet the performance standards of their position;
- Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and terminating employees whose inadequate performance cannot be corrected in a timely manner, or whose actions are of a type or severity as to require termination without attempting correction;
- Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religion, age or disability and with proper regard for their privacy and constitutional rights;
- Providing a formal procedure for processing appeals and grievances of employees without discrimination, coercion, restraint, or reprisal;
- Assuring that all dealings with applicants and employees are conducted in compliance with all State and Federal laws; and
- All other actions dealing with employees to assure that UCIP provides a safe, productive, professional workplace to all employees.

**AUTHORITY**

The UCIP Board of Directors establishes the policies and procedures that are outlined in this Policy under the authority granted to it under the UCIP Interlocal Agreement. The Board may alter, amend, or supplement these policies and procedures at any time.

**SCOPE**

These policies and procedures apply to all UCIP employees. No individual Director, officer or employee has the authority to waive, alter or make exception to any of these policies unless expressly provided for herein.

## SECTION I - GENERAL PROVISIONS

### A. **Employee Receipt of Policy**

The Chief Executive Officer shall assure that this Personnel Policy is provided to every employee of the Pool with reasonable training on all requirements, restrictions, limitations and benefits enumerated in this Policy. The Chief Executive Officer shall assure this Policy is reviewed with each employee at hire and annually, and that all training required or indicated in the Policy is provided. Each employee shall be required to sign the Receipt of Personnel Policy provided in Appendix I at the time of such review, and such receipt shall be filed and maintained in the employee's personnel file.

### B. **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 or regulation, these policies and procedures shall be considered amended to the extent necessary to comply with such law or regulation.

### C. **Protection of Personal Information**

UCIP will take reasonable steps to protect the personal information of its employees and all other persons in its possession in compliance with all applicable State and Federal laws related to the protection of personal identification information and personal health information.

UCIP has signed the Electronic Trading Partner Agreement with the Utah Retirement Systems. As a condition of this Agreement, UCIP has adopted the following policy statement: UCIP will prevent the improper use or disclosure of personal information regarding its employees' status, contributions and/or benefits, or any other personal information arising from enrollment or participation in the Utah Retirement Systems.

### D. **Non-Discrimination**

UCIP is an equal opportunity employer. UCIP will comply with Federal and State non-discrimination laws with respect to employment on the basis of race, color, national origin, sex, age, disability, religion or other protected status under State or Federal law. UCIP will comply with Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act and other applicable laws relating to non-discrimination in employment.

Employment at UCIP will be based upon the applicant or employee's relative ability, knowledge, and skill levels, and ability to perform the essential functions of the job.

**E. Nepotism**

UCIP will comply with Utah Code Ann. §52-3-1 to §52-3-4, 1953, as amended regarding the employment of relatives.

If because of marriage, promotion, reorganization or other reason, it appears that a conflict with Utah law or this Policy appears to exist, the Chief Executive Officer, and the Board of Directors shall review the matter.

If it is determined that a conflict exists, resignation or reassignment of one of the relatives may be required.

**F. Employment Classifications**

UCIP employment classifications are generally designated as either full-time or part-time positions. Each job description shall state whether the position is a full-time, part-time, or temporary position and if it is an exempt or non-exempt position for purposes of the Fair Labor Standards Act (FLSA).

An employee's classification determines the level of discretionary benefits for which the employee is eligible.

1. Full-Time Positions. Employees, who work thirty (30) or more hours per week in a permanent position (1560 hours or more annually), are full-time employees.
2. Part-Time Positions: Employees who work less than thirty (30) hours per week on a continuous or recurring basis (1559 hours or less annually) are part-time employees.
3. Temporary Positions: Employees hired on a project basis. Any single project may not exceed 40 hours of work during a period not to exceed 30 days.

All new and rehired employees will work on an introductory basis for the first 90 calendar days after their date of hire or rehire. The introductory period is intended to give new or returning employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. UCIP management will use this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or UCIP may end the employment relationship at will at any time during the introductory period, with or without cause or advance notice.

**G. Fair Labor Standards Act (FLSA)**

UCIP will comply with all applicable provisions of the FLSA. All position descriptions will identify the position classification as exempt or non-exempt according to FLSA definitions.

#### H. **Family Medical Leave Act (FMLA)**

As a small employer, UCIP is exempt from the provisions of the FMLA.

#### I. **Payroll Procedures**

Paydays will be twice a month, on the fifteenth and the last day of the month. If a payday falls on a Saturday, Sunday, or legal Holiday, UCIP will pay wages earned during the pay period on the day preceding the Saturday, Sunday, or legal Holiday.

#### J. **Reimbursement of UCIP Business Expenses**

UCIP will pay or reimburse employees for expenses associated with authorized UCIP business in accordance with UCIP Expense Reimbursement Policy adopted by the Board of Directors. The rates or amounts paid or reimbursed will be determined from time to time by the UCIP Board of Directors and documented in the Expense Reimbursement Policy.

#### K. **UCIP Business Credit Cards**

The UCIP Board of Directors has approved the issuance of UCIP Business Credit Cards to the Chief Executive Officer and Chief Financial Officer, who regularly incur business expenses as part of their duties. UCIP Business Credit Cards are for use of authorized business travel expenses and other authorized business expenses. Employees using UCIP Business Credit Cards must submit documentation of the charges in the form of written receipts to the Chief Financial Officer on a monthly basis. Each receipt should include documentation of the business purpose of the expense. All UCIP Business Credit Card transactions will be reviewed and approved by the UCIP Board of Directors. An employee will reimburse UCIP for any expenses not approved by the UCIP Board of Directors as legitimate business expenses. Such expenses that are not reimbursed to UCIP within 30 days of notice to the employee by the Board may be deducted from the employees pay at the discretion of the Audit Committee Chair.

#### L. **Outside Employment**

No UCIP employees may engage in any outside employment (including self-employment) or activity that, in the opinion of the Chief Executive Officer, might impair the performance of their duties or is detrimental to UCIP member service. Employees must notify the Chief Executive Officer of outside employment prior to engaging in such employment, or at any time that the terms of outside employment changes.

#### M. **Work Hours**

All full-time employees are expected to work their assigned schedule. Work hours for part-time employees will be determined by the employee's supervisor.

1. Hours are weekdays from 8:00 a.m. until 4:30 p.m. After Memorial Day and prior to Labor Day of each year, the Chief Executive Officer may

implement at their discretion a “summer flex hours” program. A flex hour program shall not exceed a program of employees working 10 hours a day for four days a week, and in no case shall a flex hour program create the need for payment of overtime to any employee. The Chief Executive Officer may make changes to the flex hour program at any time at their sole discretion.

2. Each employee will be allowed a thirty minute lunch period. An employee's lunch time may exceed thirty minutes as authorized by the Chief Executive Officer. Employees are expected to coordinate with other employees and their supervisors to assure the office is appropriately staffed for receiving guests and phone calls throughout the work day. Employees are normally expected to be present during all other work hours unless special arrangements are made with the Chief Executive Officer from time to time for cause.
3. Generally, employees are not allowed to skip their lunch break to leave work early.

#### N. **Absence Without Leave**

No employee may be absent from duty without permission. All employees should notify their supervisor, the Chief Financial Officer, or the Chief Executive Officer prior to an absence. In emergency situations where prior notification is not possible, the employee should provide notification as soon as possible.

If a pattern (two or more) of unexplained or unexcused absences develops, employees may be subject to a discipline, up to and including termination.

#### O. **Terminating Employment**

An employee’s employment with UCIP may terminate in the following ways:

1. **Resignation.** Employees may resign at any time. However, as a courtesy, UCIP requests that employees give a minimum two weeks written notice so that UCIP has time to prepare final paperwork and arrange to assure minimal disruption to member service. Any earned and or accrued Vacation and Sick leave will be paid at the time of resignation in accordance with Vacation and Sick leave policies and procedures of this Policy;
2. **De-facto Resignation.** Employees who are absent from work for three consecutive days and are capable of providing notice to their supervisor, but fail to do so, are considered to have voluntarily resigned; or
3. **Involuntary Termination.** UCIP may terminate an employee’s employment at any time.

Any employee who is terminated through de-facto resignation or involuntary termination shall be provided access to the Grievance and Appeal Process in accordance with this policy.

**P. Termination Pay**

Employees who leave UCIP service for any reason will be paid the wages due them at the next regularly scheduled payday. UCIP will pay earned and accrued Vacation and Sick leave due the employee based on the Vacation and Sick leave policies and procedures of this Policy in effect at the time of termination, which will also be paid at the next regularly scheduled payday.

## SECTION II - COMPENSATION

All compensation provided to UCIP employees will be determined or approved by the UCIP Board of Directors. The UCIP Board may alter, amend, or supplement these policies and procedures at any time to the extent allowed by law.

### A. **Wages**

It is the intent of UCIP to provide its employees with wages competitive with other similar employers in the Salt Lake County area and with other similar governmental risk pools. Employee wages will be determined by the UCIP Board of Directors and may be set based on analysis of wages for similar employers in the Salt Lake County area, similar governmental risk pool employers and in consideration of other benefits provided to similar employees to recognize the value of each employee's total compensation package.

### B. **Auto Allowances**

The UCIP Board of Directors has approved an Auto Allowance at a rate identified below to be paid to specific employees that regularly use their personal vehicle for travel for authorized UCIP business. The Auto Allowance is considered income for purposes of taxable income and will be reported by UCIP as taxable income paid to the employee.

Auto Allowance is approved for the Chief Executive Officer at a rate of \$750 per month.

### C. **Cost of Living Adjustment (COLA)**

Adjustments to wages related to cost of living are recommended by the Chief Executive Officer, and approved at the sole discretion of the UCIP Board of Directors.

1. Employee salaries may be adjusted annually to protect them from inflation of the local economy. COLA will be paid only if funds are available in the budget, and at the sole discretion of the Board of Directors.
2. The UCIP Board of Directors may consider in part the percentage increase (if any) of the U.S. Department of Labor, Consumer Price Index for the Western Region as reported in October of each year, when considering any COLA type wage adjustment.

### D. **Merit Wage Increases**

Merit adjustments to wages may be recommended by the Chief Executive Officer and may be approved at the sole discretion of the UCIP Board of Directors.

1. Merit wage increases for employees may be considered on the basis of individual performance and performance of UCIP as an organization.



2. Merit wage increases may only be granted upon recommendation of the Chief Executive Officer and approval of the Board of Directors.
3. The effective date of any merit increase shall be the first pay period of the calendar year, unless otherwise authorized by the Board of Directors.

E. **Bonuses**

It is the policy of the UCIP Board of Directors not to provide bonuses to its employees.

F. **Director/Employee Award**

Director/Employee awards may be recommended by the Chief Executive Officer in appreciation of efforts on behalf of UCIP. All awards shall be approved by, and at the sole discretion of, the UCIP Board of Directors. The value of director/employee awards may not exceed \$250 per employee annually.

## **SECTION III - DISCRETIONARY BENEFITS**

**The UCIP Board of Directors may add, alter or eliminate discretionary benefits at its discretion.**

UCIP provides a variety of benefits to eligible employees dependent on their employee classification. Full-time employees are eligible for all discretionary benefits described in this Section, unless specifically excluded. Part-time employees are eligible for discretionary benefits as described throughout this Section to the extent identified. Temporary employees are not eligible for any discretionary benefits unless required by law.

### **A. Retirement**

1. In order to help its full-time and part-time employees plan and prepare for retirement, UCIP participates in the Local Government Public Employees' Noncontributory Retirement System administered by the Utah Retirement Systems (URS), as set forth in Utah Code Ann. §49-13-101 et. seq., 1953 as amended. UCIP contributions to the URS Local Government Public Employees' Noncontributory Retirement System are made in addition to, and not deducted from, eligible employee's regular pay. Eligibility of part time employees will be determined by the rules of the URS plans.
2. UCIP will provide matching contributions to the URS 401(k) Plan, the URS 457(b) Plan and/or the Nationwide 457(b) Plan. Employees who contribute into individual retirement accounts through payroll deduction will receive matching contributions from UCIP. All matching contributions will be deposited into the URS 401(k) Plan, the URS 457(b) Plan, and/or the Nationwide 457(b) Plan at the employee's discretion. The total UCIP matching contributions shall not exceed five percent of the employee's eligible payroll. Employees will be allowed to have additional amounts deducted from their regular pay to contribute to these plans, based on the policies of each plan.

### **B. Medical, Life and Disability Group Insurance**

UCIP will provide the following life and health benefits to full-time employees and to part-time employees as described:

#### **1. Health Insurance**

For the UCIP sponsored group health insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

2. **Dental Insurance**

For the UCIP sponsored group dental insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

3. **Vision Insurance**

For the UCIP sponsored group vision insurance coverage, UCIP pays 90% of the monthly premiums for single, double or family coverage for all full-time employees. UCIP pays 45% of the monthly premiums for single, double or family coverage for part-time employees scheduled to work 1,040 or more hours annually. UCIP does not pay any portion of the premiums for part-time employees scheduled to work less than 1,040 hours annually. The employee is responsible for any portion of monthly premiums not paid by UCIP, and may use pre-tax payroll deduction to meet that responsibility. The employee is responsible for all deductibles and co-payments.

4. **Group Term Life**

The UCIP sponsored group term life coverage is available to full-time employees only. UCIP pays 100% of the monthly premiums for \$50,000 coverage for the employee and 100% of the monthly premium for \$10,000 coverage for the employee's spouse and eligible dependents.

5. **Long Term Disability** (covers employees only)

For the UCIP sponsored group Long Term Disability coverage, UCIP utilizes the Public Employees' Long Term Disability Fund to provide a benefit for lost wage replacement for employees in the event of a long term disability. UCIP pays 100% of contributions to the Fund created under the Public Employees' Long Term Disability Act, Utah Code Ann. §49-21-101 et. seq. 1953 as amended (the Act).

The cost of optional coverage and amounts above the basic package are the responsibility of the employee.

Medical, life and disability group benefits are provided to promote the health and wellbeing of UCIP employees which also benefits UCIP by making its employees more productive. Employees who opt out of any medical, life or disability benefit will not receive compensation in lieu of the benefit.

### C. **Health Reimbursement Arrangement**

The UCIP Board of Trustees has adopted a Health Reimbursement Arrangement (HRA) in accordance with Internal Revenue Service Rules.

1. For each calendar month a full-time employee scheduled to work 1040 or more hours annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), \$50 up to a maximum of \$600 per year.
2. For each calendar month a part-time employee scheduled to work less than 1040 annually has worked, UCIP will contribute into a Health Reimbursement Arrangement (HRA), as allowed by the Internal Revenue Service (IRS), \$25 up to a maximum of \$300 per year.
3. Unused amounts in the HRA at the end of the calendar year can be carried forward for reimbursement in later years.
4. Employees may request to be reimbursed the cost of a qualified medical expense, as defined in Section 213(d) of the IRS Code. The qualified medical expense must have been incurred on or after the date an employee is enrolled in the HRA program and prior to the employee's termination from employment.
5. Employees terminated from employment must submit a valid reimbursement request within 60 days of the date of termination from employment.

### D. **Holidays**

UCIP will provide the following paid Holidays to full-time employees only.

The first day of January – New Year's Day

The third Monday of January – Martin Luther King Day

The third Monday of February – Presidents' Day

The last Monday of May – Memorial Day

The 4<sup>th</sup> of July – Independence Day

The 24<sup>th</sup> of July – Pioneer Day

The first Monday of September – Labor Day

The second Monday of October – Columbus Day

The fourth Thursday and Friday of November – Thanksgiving Day

The 24<sup>th</sup> and 25<sup>th</sup> of December – Christmas Day

When a paid Holiday falls on a Saturday, the paid Holiday will be observed on the Friday preceding the Holiday. When a paid Holiday falls on Sunday, the paid Holiday will be observed on the Monday following.

Should a paid Holiday occur while an employee is on Vacation, the employee will not be charged with Vacation on the day of the paid Holiday.

To be eligible for Holiday pay an employee must work the regular scheduled day prior to the Holiday, or the first regular scheduled day after the Holiday, or be on an authorized paid leave using Vacation pay, Sick leave pay, FMLA or USERA.

If the Chief Executive Officer requests an employee to work on a scheduled paid Holiday the employee may choose to be paid at time and one-half for the hours worked on the paid Holiday, or use the day as a floating Holiday to be used prior to the end of the calendar year.

#### E. **Vacation**

Vacation leave is provided to allow employees a break from their work duties to rest and reinvigorate. UCIP may require employees in fraud sensitive positions to take a minimum number of days of Vacation per year. It is UCIP's intent to incent employees to use Vacation leave in the year it is earned. A policy to carry over Vacation leave is provided to allow employees to plan for extended Vacations, and is not meant as a means for employees to "bank" significant Vacation leave. It is also UCIP's intent to incent employees to use Vacation leave in blocks of several days, rather than a day or two at a time. UCIP will provide paid Vacation to employees according to the following:

1. Full-time employees with less than five years of service earn Vacation leave at the rate of four hours of Vacation leave for every full pay period worked, not to exceed 96 hours per calendar year. Full-time employees with more than five but less than ten years of service earn five hours of Vacation for every full pay period worked, not to exceed 120 hours per calendar year. Full-time employees with ten years of service and over earn 6.68 hours of Vacation for every full pay period worked, not to exceed 160 hours per calendar year.
2. Part-time employees scheduled to work less than 1,040 hours annually earn Vacation leave and are limited by the calendar year maximum at one-half the rate of a full-time employee.
3. Vacation leave may be advanced to employees with the approval of the Chief Executive Officer. Advanced Vacation leave requests totaling more than five days must be submitted to the UCIP Board of Directors for approval. Advanced Vacation leave not earned prior to a termination will be deducted from the employee's final pay check.
4. At the discretion of the Chief Executive Officer an employee may be allowed to be paid out all or part of their earned Vacation leave, at the current rate of pay.

5. Vacation hours may be carried forward to succeeding years. However, no more than 360 hours may be carried forward to succeeding years. All accumulated Vacation leave in excess of 360 hours at the end of the calendar year will be paid to the employee at the current rate of pay at the last pay period at the end of the calendar year.
6. Vacation leave may be used in increments of no less than one half (½) hour.
7. Employees may generally use their Vacation leave anytime; however, to assure quality of member service, all Vacation leave must be approved in advance by the employee's supervisor. To allow adequate time for the supervisor to consider requests for Vacation leave, employees are encouraged to request Vacation leave as far in advance as possible, but generally, not less than one week in advance of the beginning of the Vacation period. If an employee feels their supervisor's denial of Vacation leave is unreasonable, they may ask for a review of the request for Vacation leave by the Chief Executive Officer.
8. Legal Holidays occurring while an employee is on Vacation leave are not deducted from an employee's accrued Vacation leave.
9. Unless required by law, employees do not earn Vacation leave while on an unpaid leave of absence unrelated to an injury or illness, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.
10. Vacation hours may not be used for a work related injury or illness covered by workers compensation benefits.

**F. Sick Leave**

UCIP will provide compensated Sick leave to full-time and part-time employees who cannot perform their normal duties as a result of non-work related illness, injury or physicians visits related to non-work related illness or injury. Employees are encouraged to build up Sick leave so that days are available for serious illness. Employees who regularly use up Sick leave will be counseled regarding the difficulties such a practice may create. Sick leave is considered a privilege and employees should use it responsibly. Intentional misuse of Sick leave may be grounds for discipline, up to and including termination.

1. Full-time employees earn Sick leave at a rate of four hours of leave for every full pay period worked, not to exceed 96 hours per calendar year.
2. Part-time employees scheduled to work 1,040 or more hours annually earn Sick leave at one-half the rate and are limited by the calendar year maximum of a full-time employee.
3. Sick leave hours may be carried forward to succeeding years. However, no more than 600 hours may be carried forward to succeeding years. All accumulated Sick leave above 600 hours at the end of the calendar year will

be converted to Vacation leave, at the end of the calendar year, at the rate of eight hours earned Sick leave equals four hours Vacation leave.

4. An employee may not be allowed to be paid out all or part of their earned Sick leave, except at termination as described in this section.
5. The Sick leave hours earned by employees who leave UCIP service for any reason other than De-facto Resignation or Involuntary Resignation, as described in this Policy, will be converted to Vacation leave at the rate of eight hours earned Sick leave equals four hours Vacation leave and paid out as Vacation leave at the next regularly scheduled payday.
6. Sick leave may not be converted to Vacation leave for purposes other than at termination or carrying over the maximum Sick leave hours at year end as described in this section.
7. Employees may take Sick leave for personal illness or to care for Sick family members (spouse, child, other dependent or parent).
8. Employees taking Sick leave should provide notice at least one hour prior to beginning of shift in order to minimize disruption to the workplace.
9. Use of Vacation leave for absence from work due to an employee's own illness or injury will only be allowed when the employee has exhausted all earned and accrued Sick leave.
10. After exhausting all accrued Sick and Vacation leave, the employee may be considered to be on an unpaid leave of absence at the discretion of the Chief Executive Officer.
11. Sick leave may be taken in increments no less than one half ( $\frac{1}{2}$ ) hour.
12. Legal Holidays occurring while a full-time employee is ill will not be deducted from an employee's earned or accrued Sick leave.
13. Unless required by law, employees do not earn Sick leave while on an unpaid leave of absence, when a period of an employee's own illness or injury exceeds 45 days, or when temporary total disability, due to a work related injury, exceeds 45 days.
14. After three (3) consecutive days of Sick leave the Chief Executive Officer may require an employee to provide a doctor's certificate with respect to any Sick leave taken. If such certificate is not provided, the employee's absence may be considered absence without leave at the discretion of the Chief Executive Officer.
15. After three (3) consecutive days of Sick leave the Chief Executive Officer may require an employee to provide a doctor's certificate with respect to the employee's ability to return to work, prior to the employee returning to work.

16. Sick leave may not be used for a work related injury or illness with the exception of the first three days of a short term disability if those days are not covered by workers compensation benefits.

#### G. **Bereavement Leave**

UCIP will grant bereavement leave to employees who suffer the death of a member of the immediate family, or a close relative. It is the intent of UCIP to be considerate of an employee's special needs and to be supportive at the time of the death of a loved one.

Accordingly, UCIP will provide the employee with paid time off from work to attend the funeral and to fulfill other responsibilities before the funeral without charge to the employee's earned or accrued Sick or Vacation leave.

If an employee suffers the death of a close relative, and requests time off from work during the period of bereavement, the Chief Executive Officer may approve the request based on the following:

1. The necessity and appropriateness of the time off. The employee should be attending the funeral and/or have certain responsibilities to fulfill before the funeral.
2. The amount of time off:
  - a. If the deceased was a member of the employee's immediate family (spouse, child or child of a spouse, parent or parent of a spouse, sibling or sibling of a spouse, brother or sister-in-law, grandparents, and grandchild or grandchild of a spouse), the employee may have paid time off up to five (5) days at any time between the death and the day of the funeral.
  - b. For other close relatives (aunt, uncle, niece, or nephew of either the employee or spouse) the employee may have paid time off for the day of the funeral.
3. The pay for bereavement leave will be based on the employee's current rate of pay and the number of hours in the employee's normal work week. Employees may request additional days off and use accrued Vacation or leave without pay, as approved by the Chief Executive Officer.
4. In the event of the death of a member of the immediate family while an employee is on Vacation, Vacation hours will not be charged by the amount of time normally authorized as outlined above.

#### H. **Jury Duty**

Every employee will be granted an unpaid leave of absence when subpoenaed or ordered to appear as a juror or witness by the Federal Government, State of Utah, or political subdivision thereof. If the employee turns over the juror or witness fee to UCIP along with a copy of the subpoena, UCIP will pay the employee's regular



compensation during the period of jury service. Travel time to or from juror or witness duty is also considered an approved absence, but UCIP will not pay any overtime regardless of the amount of jury service time and jury travel time. UCIP will not pay for jury duty related mileage regardless of whether the subpoena requires travel during work hours.

## I. **Education Assistance**

UCIP employees are encouraged to seek further education to perform their jobs more effectively and to enhance their professional development. UCIP may subsidize the education expenses of employees under specified circumstances. Education assistance is subject to availability of funds in the budget year education assistance is requested, and applies only to full-time employees.

1. **Program Eligibility.** The education program must provide a benefit to UCIP by directly relating to the work the employee currently performs or will be required to perform. Eligibility of the education program will be determined by, and must be approved by, the Chief Executive Officer.
2. **Reimbursement.** Education assistance shall not exceed \$500 in any one year. Tuition costs shall not be carried into the next budget year for reimbursement.
3. **Procedures.**
  - a. Employees are encouraged to attend classes and study during non-working hours. In the alternative, the Chief Executive Officer may flex an employee's work schedule to allow the employee to attend classes and study for exams.
  - b. To receive education assistance, an employee must receive approval from the Chief Executive Officer prior to commencement of the class. Employees are encouraged to discuss education assistance well in advance of the commencement of classes, to allow the expense to be appropriately budgeted.
  - c. To be reimbursed, the employee must complete the approved class with a final grade of "C" or better. If the course is only offered on a pass/fail basis, the employee must receive a passing grade.
  - d. The employee must submit proof of a satisfactory grade and proof of tuition payment to the Chief Executive Officer prior to reimbursement.
4. **Required Classes.** If UCIP requires an employee to attend an education program or class, UCIP shall pay the full cost of the program or class.

## SECTION IV - STANDARDS OF CONDUCT

UCIP expects its employees to conduct themselves diligently, professionally and honorably in their assignments on behalf of the public. Employees should:

1. Work diligently on their assigned duties during their assigned work schedules.
2. Make prudent use of UCIP funds, equipment, buildings, supplies, and time.
3. Work courteously with coworkers and the public.
4. Observe work place rules of conduct and safety.
5. Meet the standards of their individual job descriptions.
6. Report and correct circumstances that prevent employees from performing their jobs effectively or completing their assigned tasks.

### A. **Employee Discipline**

Employees who violate UCIP policies and procedures are subject to discipline. Discipline may include, but is not limited to, verbal warning, reprimand, probation, reassignment, transfer, suspension, reduced pay, demotion, termination or any other action deemed appropriate by the Chief Executive Officer. Grounds for discipline may include, but are not limited to:

1. Inefficiency;
2. Incompetence;
3. Failure to maintain skills;
4. Inadequate performance levels;
5. Neglect of duty;
6. Misconduct;
7. Inability to work in harmony with coworkers and member representatives;
8. Rudeness to a member representative or the public;
9. Disobedience of a reasonable order of a supervisor;
10. Dishonesty;
11. Insubordination;
12. Misappropriation or damage to Pool funds or property;

13. Misuse of UCIP funds or property;
14. Tardiness;
15. Unapproved absences;
16. Any act inimical to public service; and/or
17. Felony convictions and other violations of State and Federal law.

This list is not exhaustive and is set forth as a guideline. This list should **not** be construed as preventing or limiting UCIP from taking disciplinary action, including termination, in circumstances where UCIP deems such action to be appropriate, regardless of whether UCIP has specifically identified a written rule or policy. Similarly, employees may be disciplined for violations of UCIP policy found in other Sections of this Policy, violations of State or Federal law, or violations of relevant policies, rules or laws promulgated elsewhere.

## **B. Drug Free Workplace**

The purpose of this Policy is to implement the Federal Drug Free Workplace Act of 1988, providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of controlled substances, medication, and/or alcohol. This Policy establishes procedures for controlling drug or alcohol use or abuse in the workplace and applies to all employees.

1. Responsibility of Employees
  - a. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
  - b. Any employee convicted under a State or Federal law regulating controlled substances shall notify his or her supervisor within five (5) days after the conviction.
  - c. No employee shall consume alcohol immediately before work, during work hours while at work, during breaks, or during lunch. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours. No employee shall represent UCIP in an official capacity while impaired by alcohol, illegal drugs, or medication.
  - d. If an employee is using medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
    - (i) No employee using medication that may impair performance shall operate a motor vehicle on behalf of UCIP.

2. Reasonable Suspicion Testing
  - a. Any employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, or medication shall notify the impaired employee's supervisor. If at any time a supervisor concludes that there is reasonable suspicion that an employee is impaired by alcohol, illegal drugs or medication, the supervisor shall require the employee suspected of being under the influence of alcohol and/or drugs to submit to a chemical test of their bodily fluids. Refusal to submit to a test shall be deemed a violation of this Policy subject to disciplinary action, up to and including termination.

The cost of the test shall be paid by UCIP.

3. Corrective Action
  - a. The Chief Executive Officer or the supervisor of an employee, whose performance is impaired by alcohol, illegal drugs, or medication, shall take corrective action, which may include discipline.
  - b. Upon taking corrective action, the Chief Executive Officer shall prepare a written report stating the reasons for the action.
  - c. An employee impaired by illegal drugs or alcohol during work hours shall be relieved from duty and shall be charged earned or accrued Vacation leave for the absence.
  - d. An employee impaired by medication during work hours may be relieved from duty and shall be charged earned or accrued Sick leave for the absence.
  - e. The Chief Executive Officer may change an employee's assignment while the employee is using medication, if the employee is impaired by the medication.

#### C. **Discrimination/Harassment Based on Protected Status**

UCIP believes that a workplace free from hostile, intimidating, or offensive behavior is the most productive workplace. Employees should use courtesy and professionalism when interacting with coworkers, member representatives and others they come in contact with as part of their UCIP duties. Employees who discriminate or harass others based upon their race, color, religion, gender, national origin, age, disability or other protected status create liability for UCIP and are subject to discipline, up to and including termination. All employees should work together in a professional manner with courteous, mutual respect.

Discrimination or Harassment based on race, color, religion, gender, national origin, age, disability or other protected status encompasses a wide range of behaviors, including racially based derogatory comments, taunting, or treatment. Examples of protected status harassment may include, but are not limited to, the following:

1. Slurs or put-downs based on race, color, religion, gender, national origin, age or disability.
2. Materials such as cartoons or e-mails making fun based on race, color, religion, gender, national origin, age or disability.

Liability related to gender based discrimination often referred to as sexual harassment is a significant concern for UCIP. Sexual harassment has been defined by the courts as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature and constitute sexual harassment when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment”.

All employees are responsible for ensuring that the workplace is free from all forms of sexual harassment. Sexual harassment encompasses a wide range of behaviors, including sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. Examples of sexual harassment may include, but are not limited to the following:

- a. Implying or threatening adverse employment action if sexual favors are not granted;
- b. Promising preferential treatment in return for sexual favors;
- c. Subtle pressure for sexual activity;
- d. Inappropriate touching of any individual, including but not limited to petting, pinching, hugging, or repeated brushing against another individual’s body;
- e. Offensive remarks, including unwelcome comments about appearance, obscene jokes, or other inappropriate use of sexually explicit or offensive language;
- f. The display of sexually suggestive objects or pictures;
- g. Disparaging remarks about a person’s gender;
- h. Spreading stories about a person’s sexual conduct;

- i. Asking questions about a person's sexual activity;
- j. Physical aggression such as pinching or patting;
- k. Verbal sexual abuse disguised as humor;
- l. Obscene gestures;
- m. Horseplay or bantering of a sexual or off-color nature;
- n. Other actions of a sexual nature that affect the terms and conditions of a person's employment; and
- o. Conduct or comments consistently targeted at only one gender, even if the content is not sexual.

As with other forms of discrimination and harassment, UCIP considers prompt reporting of sexual harassment to be a condition of employment. If an employee believes they have experienced or witnessed sexual harassment, they must immediately report their concern in the same manner as reporting any other form of discrimination or harassment.

UCIP considers prompt reporting of discrimination or harassment to be a condition of employment. If an employee believes they have experienced or witnessed discrimination or harassment based on race, color, religion, national origin, age, disability or other protected status, they must immediately report their concern to the Chief Executive Officer. If the Chief Executive Officer is the subject of a report of discrimination or harassment, the employee may report to the Chief Financial Officer, who shall immediately forward the report to the Board Director serving as the Chair of the UCIP Personnel Committee.

UCIP will investigate allegations of protected status discrimination or harassment and will take appropriate action against any person found to have violated this Policy. Individuals who engage in protected status discrimination or harassment are subject to discipline, up to and including termination.

UCIP will not retaliate against any person who reports discrimination or harassment. Employees who retaliate against any person who reports discrimination or harassment shall be subject to discipline, up to and including termination.

If the investigation of a report of discrimination or harassment finds the report to be false and made maliciously, the person making such claim may be subject to discipline, up to and including termination.

#### **D. Computer and E-Mail Usage**

UCIP recognizes that excessive personal use of UCIP owned computers during work hours can affect productivity and may be perceived as an inappropriate use of public funds. UCIP reserves the right to monitor computer usage, files stored on UCIP computers and Internet usage.

For purposes of this Policy, “files” means all documents, programs, e-mail, and Internet locations that are created, accessed, stored, or temporarily located on a UCIP computer.

1. **Personal Use.** Employees may use assigned computers for limited personal purposes. This approval is similar to the occasional personal use of telephones during breaks. Excessive use of the computer for personal reasons is not allowed.
2. **Inappropriate Usage.** Employees are not allowed to use a computer for self-employment, or outside employment purposes. Entering or maintaining information on a UCIP computer that is in violation of UCIP’s policies and procedures, or that violates State or Federal law, is prohibited.
3. **Privacy.** All files created, accessed, or stored on a UCIP computer are considered UCIP property. Employees shall be advised that there is no right to privacy when using a UCIP computer. All usernames, passwords, personal identification numbers or any other security codes or devices restricting access to UCIP computer equipment or software programs must be provided to the Chief Financial Officer, when created or changed, to allow access by UCIP. As a public agency, all data and files created, accessed, or stored on a UCIP computer may be subject to governmental records access laws, and may become public in compliance with such laws. All employees are required to comply with the UCIP Governmental Records Access and Management Act Policy at all times.
4. **Licenses.** Employees shall use computer software only in accordance with the license agreement. Copying software licensed to, or developed by UCIP for personal computer use or any other purpose is prohibited. Bringing software from personal computers to run on UCIP computers is also prohibited. Downloading of software onto UCIP computers is prohibited unless prior authorization has been provided by the Chief Executive Officer.
5. **Equipment.** Only employees authorized by the Chief Executive Officer may purchase, move, alter, or repair computer equipment and wiring.
6. **Email.** Employees may use UCIP’s email functions as limited above in Personal Use and Inappropriate Usage. All email received or sent using the UCIP email system are considered UCIP property, and may be accessed, reviewed, copied or disseminated by UCIP as the Chief Executive Officer or Board of Directors deems necessary or prudent. As all email received or sent using the UCIP email system are considered documents in the possession of UCIP, they may be considered public documents subject to the Governmental Records Access Management Act.
7. **Internet Access.** Internet usage falls within the above Personal Use and Inappropriate Usage constraints.

8. **Disciplinary Action.** Employees using Pool computers, software or systems in an unauthorized or inappropriate manner may be subject to discipline up to and including termination.

E. **Seat Belt Use**

Employees must use seatbelts while in vehicles performing UCIP business which includes travel eligible for reimbursement by UCIP.

F. **Cell Phone Use**

Cell phones should not be used while in vehicles performing UCIP business, which includes travel eligible for reimbursement by UCIP when it is a distraction to driving. Whenever possible, the employee should use hands free phone equipment or pull over when safe to continue or return the phone call.

G. **Acceptance of Gifts, Compensation or Loans**

As public agency employees, UCIP employees are required to comply with the Utah Public Officers' and Employees' Ethics Act, Utah Code §67-16-5 as amended. Employees must notify the Chief Executive Officer of all gifts prior to acceptance by individual employees. Gifts offered to the staff as a group must be approved by the Chief Executive Officer prior to acceptance. Failure to comply with this Policy may result in discipline up to and including termination.



## **SECTION V – GRIEVANCE AND APPEAL PROCESS**

### **A. Grievance Resolution Philosophy**

UCIP encourages its employees to work to resolve disputes amicably and informally. When a dispute arises regarding an adverse employment action including suspension, transfer, demotion, or dismissal, employees must seek redress through this grievance and appeal process. This grievance and appeal process is intended to provide an administrative remedy to resolve employee grievances free from discrimination, coercion, restraint, or reprisal. In order to accomplish this goal:

1. Employees with questions regarding how the dispute resolution process works may seek counseling from the Chief Executive Officer regarding procedure; however, the Chief Executive Officer cannot comment or provide advice on the substantive issues in dispute;
2. An employee may consult with an attorney or other representative to assist them in the grievance and appeal process at their own cost. UCIP will have no obligation to pay or reimburse any portion of the costs of such representation regardless of the outcome of process.
3. Employees who are dissatisfied with the outcome of any step must proceed to the next step in the process to preserve their right to a grievance;
4. Time limitations shall be strictly adhered to unless the parties agree to extensions in advance;
5. Hearings shall not be bound by legal procedures or legal rules of evidence, and shall be presided over by, and conducted in a manner determined by the Chair of the body holding the hearing;
6. Failure to utilize this Grievance and Appeal Process in accordance with this Section shall be considered a failure of the employee to make use of administrative remedies regarding their right to grieve the adverse employment action; and
7. UCIP prohibits retaliation against employees who utilize the dispute resolution process. If at any time the employee feels they have been retaliated against whether by discrimination, coercion, restraint, or reprisal, the employee should immediately file a written grievance with the Chief Executive Officer or directly with the UCIP Board of Directors Personnel Committee if the retaliation is based on actions of the Chief Executive Officer.

### **B. Step One – Informal Dispute Resolution**

Before filing a formal grievance, employees should attempt to resolve disputes by dealing directly with their direct supervisor. If requested, the supervisor shall review the adverse employment action with the employee to attempt to resolve the dispute in a manner acceptable to both parties while protecting the integrity of UCIP's disciplinary policies and obligations.

### C. **Step Two - Formal Grievance**

If the employee and supervisor are unable to arrive at an acceptable resolution, the employee must initiate the formal grievance process.

1. Within 30 calendar days of the adverse employment action or within 30 calendar days of the time the employee reasonably should have known of the adverse employment action, the employee must file a written grievance with the Chief Executive Officer.
2. The written grievance must identify:
  - a. the employee;
  - b. the adverse employment action being grieved;
  - c. the supervisor initiating the adverse employment action;
  - d. the basis for the employee's disagreement with the action; and
  - e. a proposed resolution to the dispute.
3. Within 10 working days of receipt of a proper written grievance, the Chief Executive Officer shall respond to the employee and supervisor involved with a written determination on the merit of the grievance and actions to be taken to resolve the grievance, if any, including but not limited to:
  - a. upholding the adverse employment action;
  - b. amending the adverse employment action; or
  - c. dismissing the adverse employment action and returning the employee to their original status.
4. If the Chief Executive Officer fails to respond within ten working days, such failure shall be deemed to be a finding by the Chief Executive Officer that the employee's grievance has no merit. Failure of the Chief Executive Officer to respond shall not be considered a waiver or estoppel of UCIP's rights in enforcement of an adverse employment action or the enforcement of the administrative remedies of this Section.

### D. **Step Three – Appeal to the Board of Directors Personnel Committee**

If the employee is unsatisfied with the determination of the Chief Executive Officer, the employee must appeal the determination to the UCIP Board of Directors' Personnel Committee (Committee) to preserve their grievance rights.

1. To make a valid appeal to the Committee, the employee must file a written appeal with the UCIP Chief Financial Officer within 10 working days from the receipt of the Chief Executive Officer's response, or the date the Chief Executive Officer should have responded.

2. A written appeal shall include:
  - a. a copy of the original written grievance filed with the Chief Executive Officer; and
  - b. a copy of the Chief Executive Officer's written determination of the grievance being appealed, or a statement that the grievance was deemed to have no merit as the Chief Executive Officer failed to respond with a written determination within the required timeline.
3. The Committee may, within 15 calendar days of receipt of the employee's appeal, request additional written information from the parties involved.
4. The parties shall provide such additional written information within 15 calendar days of such request.
5. Within 15 calendar days of receipt of the appeal, or if additional information is requested, within 15 calendar days of receipt of the last additional information, the Committee shall:
  - a. issue a written decision on the appeal; or
  - b. hold an informal hearing attended by the parties either in person or via conference call.
6. The decision to hold a hearing is at the sole discretion of the Committee, and no party to the appeal may compel the Committee to hold a hearing.
7. If the Committee elects to hold a hearing, the Committee will issue a written decision to the parties within 15 working days from the hearing date.
8. While the employee may choose to have an attorney or other representative attend a hearing with them for consultation, the Committee may require the employee to present their appeal, including but not limited to presenting any evidence, testimony or answering questions directly, and may limit or restrict the employee's representative from presenting the appeal, including but not limited to presenting evidence, testimony or answering on behalf of the employee.

**E. Step Four - Appeal to the UCIP Board of Directors**

If the employee is unsatisfied with the decision of the Committee, the employee must appeal the decision to the UCIP Board of Directors (Board) to preserve their grievance rights.

1. To make a valid appeal to the Board, the employee must file a written appeal with the UCIP Chief Financial Officer within 10 working days from the receipt of the Committee's decision.

2. A written appeal shall include a copy of the Committee's written decision of the grievance being appealed.
3. The Board may, within 15 calendar days of receipt of the employee's appeal, request additional written information from the parties involved.
4. The parties shall provide such additional written information within 15 days of such request.
5. Within 30 calendar days of receipt of the appeal, or if additional information is requested, within 30 days of receipt of the last additional information, the Board shall:
  - a. issue a written decision on the appeal;
  - b. request a review of the matter by the UCIP Litigation Management Committee or the Board's General Counsel; or
  - c. hold an informal hearing attended by the parties either in person or via conference call.
6. The decision to request a review of the matter by the UCIP Litigation Management Committee or hold a hearing is at the sole discretion of the Board, and no party to the appeal may compel the Board to request a review of the matter by the UCIP Litigation Management Committee or hold a hearing.
7. If the Board requests review by the UCIP Litigation Management Committee or the Board's General Counsel, the Board shall:
  - a. issue a written decision to the parties within 45 days from receipt of the appeal, or if additional information is requested, within 45 days of receipt of the last additional information; or
  - b. hold an informal hearing attended by the parties either in person or via conference call.
8. If the Board elects to hold a hearing, the Board shall:
  - a. issue a written decision to the parties within 15 working days from the hearing date; or
  - b. request a review of the matter by the UCIP Litigation Management Committee or the Board's General Counsel. If the Board requests such review, the Board shall issue a written decision to the parties within 30 days from the hearing date.
9. While the employee may choose to have an attorney or other representative attend a hearing with them for consultation, the Board may require the employee to present their appeal, including but not limited to presenting any evidence, testimony or answering questions directly, and may limit or

restrict the employee's representative from presenting the appeal, including but not limited to presenting evidence, testimony or answering on behalf of the employee.

A written decision of the Board shall be a binding and final determination of the Utah Counties Indemnity Pool.

**APPENDIX I****RECEIPT OF PERSONNEL POLICY**

I, the undersigned employee, have received a copy of the Utah Counties Indemnity Pool (UCIP) Personnel Policy (Policy) and have had an opportunity to review its contents with management and ask questions relating thereto.

I understand this Policy is provided to me to assist in understanding the rights, privileges, obligations and responsibilities of employment with UCIP and I agree that nothing in this Policy, or any omission to this Policy, is meant as creating a contractual relationship between UCIP and myself.

I understand these policies and procedures as well as the benefits provided by UCIP to its employees may be amended from time to time by action of the UCIP Board of Directors, and that the Board of Directors reserves the right to amend, alter, or revoke any policy, practice, benefit, or employment condition, at any time, or for any reason, with or without notice.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**