

## SOUTH WEBER CITY COUNCIL AGENDA

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**PUBLIC NOTICE** is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, June 28, 2022, in the Council Chambers at 1600 E. South Weber Dr. You may also email [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com) for inclusion with the minutes.

**OPEN** (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Mayor Westbrook
2. Prayer: Councilman Dills
3. Public Comment: Please respectfully follow these guidelines.
  - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
  - b. State your name & address and direct comments to the entire Council (They will not respond).

### **PRESENTATIONS**

4. New Employee Introduction—Erin White

### **ACTION ITEMS**

5. **Public Hearing to Amend 2021-22 Budget**
6. Resolution 22-30: 2021-2022 Budget Amendment #2
7. Resolution 22-31: Davis County Sheriff's Office Contract for Law Enforcement Services
8. Resolution 22-32: Amending Policies & Procedures Manual 7.110 (j) Vehicle Take-Home Use
9. Resolution 22-33: Annual Policies & Procedure Update
10. Resolution 22-34: Award Source Meter Project
11. Resolution 22-35: Final Acceptance Ray Creek
12. Resolution 22-36: HAFB License Agreement

### **REPORTS**

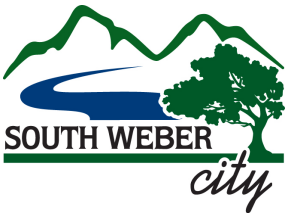
13. New Business
14. Council & Staff
15. Adjourn

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.*

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/mailed/posted to: City Office building, Family Activity Center, City Website <http://southwebercity.com/>, Utah Public Notice website <https://www.utah.gov/pmni/index.html>, Mayor and Council, and others on the agenda.

**DATE:** 06-21-2022

**CITY RECORDER:** Lisa Smith



# CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

06-28-2022

PREPARED BY

Lisa Smith

ITEM TYPE

Presentation

ATTACHMENTS

n/a

PRIOR DISCUSSION DATES

n/a

AGENDA ITEM

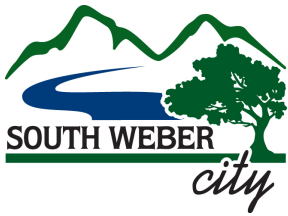
New Employee Introduction—Erin White

PURPOSE

Introduce new employee to the City Council

BACKGROUND

Erin White was hired to fill the position left vacant by Marcela White (no relation). She will be the receptionist greeting all customers in person and by phone. She will also be responsible for utility billing and serve as the prosecutor's assistant.



CITY COUNCIL MEETING  
STAFF REPORT

MEETING DATE

06-28-2022

PREPARED BY

Mark McRae  
Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 22-30

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Resolution 22-30: 2021-2022 Budget Amendment #2

PURPOSE

RECOMMENDATION

Approve changes to the 2022 budget following a public hearing on these amendments.

BACKGROUND

The current city budget for 2021-2022 was adopted on August 24, 2021. Since the adoption of the budget, several additional items have come before the council that were not included in the original budget. These amendments address these unforeseen expenditures.

ANALYSIS

10-36-900 Sundry Revenue	\$ 10,000
10-57-250 Fire – Equipment: Maint. & Supplies 2018 Rosenbauer damaged by deer	\$ 10,000
10-31-100 Prior Yr. Property Tax	\$ 20,000
10-31-300 Sales Tax	\$ 47,000
10-33-550 Wildland Fire Fighting	\$ 3,000
10-39-800 Fire Agreement/ County	\$ 10,000
10-57-120 Fire – Salaries and Benefits	\$ 65,000
10-70-110 Park – Salaries and Benefits	\$ 15,000
20-34-757 Recreation – Soccer	\$ 4,000
20-71-210 Recreation – Subscriptions & Memberships	\$ 4,000

SAMPLE MOTION LANGUAGE

Approve – I move to approve Resolution 22-30: 2021-2022 Budget Amendment #2

Deny – I move to deny Resolution 22-30: 2021-2022 Budget Amendment #2

Continue – I move to continue Resolution 22-30: 2021-2022 Budget Amendment #2

**RESOLUTION 22-30**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING BUDGET AMENDMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

**WHEREAS**, Utah Code regulates the budgeting process for municipalities; and

**WHEREAS**, the city adopted its budget for fiscal year 2021-2022 on August 24, 2021; and

**WHEREAS**, the city desires to amend that budget with the referenced changes presented; and

**WHEREAS**, this legislative body held a public hearing on June 28, 2022 to take comment regarding the proposed amendments; and

**WHEREAS**, the City Council reviewed comments and discussed the presented changes in an open public meeting and is in favor of amending this budget;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Amendment:** The Fiscal Year 2021-2022 Budget shall be amended as follows:

10-36-900 Sundry Revenue	\$ 10,000
10-57-250 Fire – Equipment: <u>Maint. &amp; Supplies</u> 2018 Rosenbauer damaged by deer	\$ 10,000
10-31-100 Prior Yr. Property Tax	\$ 20,000
10-31-300 Sales Tax	\$ 47,000
10-33-550 Wildland Fire Fighting	\$ 3,000
10-39-800 Fire Agreement/ County	\$ 10,000
10-57-120 Fire – Salaries and Benefits	\$ 65,000
10-70-110 Park – Salaries and Benefits	\$ 15,000
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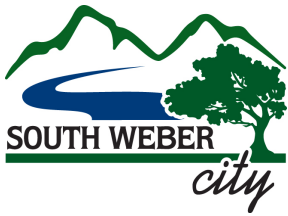
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder



# CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

June 28, 2022

PREPARED BY

David Larson  
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

Resolution 22-31  
DCSO Agreement Redline  
DCSO Agreement Clean

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Resolution 22-31: Davis County Sheriff's Office Contract

PURPOSE

Amend the current contract with Davis County Sheriff's Office (DCSO) for law enforcement services as the current contract is set to expire June 30, 2022

RECOMMENDATION

The Public Safety Committee recommends approving the contract

BACKGROUND

South Weber City entered into the current law enforcement only contract with DCSO in 2019 with a one-year term that could be extended up to two more years at the City Council's discretion. The City Council took that option in 2020, and the current contract is set to expire June 30 of this year.

The Public Safety Committee has been tasked with analyzing options for the Council's consideration and has been working on that for at since the Fall of 2021, meeting with the Sheriff and other representatives from the County, inquiring neighboring jurisdictions whether they would "bid" on our services, and researching the operational and cost considerations of standing up our own police department.

ANALYSIS

Of the many options analyzed, remaining with DCSO is the least expensive currently, while contracting with Layton City is more expensive, and establishing the City's own police force is the most expensive.

**Contract Terms**

The contract includes Davis County's recent adjustment to the method for calculating the cost of providing law enforcement, moving from a per hour rate to a per patrol unit rate. The contract identifies the definition of a patrol unit, which is one patrol officer for their allotted 40 hour work week. The contract in front of the Council today shows South Weber with 2 patrol units for a 1 year term.

The Public Safety Committee and DCSO both feel a 1-year extension of the current contract (with amendment to the new calculation method) is all the change that is needed to the current arrangement to give both the City and DCSO time to evaluate the new service delivery model adjusted from DCSO no longer providing paramedic service. The Committee's recommendation includes working on a longer-term solution for the next contract.

#### SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-31: Davis County Sheriff's Office Contract for law enforcement services

**Deny** – Move to deny Resolution 22-31: Davis County Sheriff's Office Contract for law enforcement services

**Continue** – Move to continue Resolution 22-31: Davis County Sheriff's Office Contract for law enforcement services

**INTERLOCAL COOPERATION AGREEMENT FOR  
LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Law Enforcement Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

**Recitals**

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court (“Court”);

D. WHEREAS, the City desires to contract with the County for bailiff services for the Court to meet the City’s statutory obligations under Section 78A-7-103, *Utah Code Ann.*, to provide sufficient local law enforcement officers to attend the Court when required and provide security for the Court as bailiffs of the Court;

E. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

F. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

G. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

NOW, based upon the forgoing and for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Definitions.

a. Patrol Unit shall mean a certified non-paramedic law enforcement officer, and the vehicle and equipment necessary for that officer to perform his or her duties, dedicated to patrol South Weber City for at least forty (40) hours per week.

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+2. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff's Office, shall provide the following law enforcement services to the City under this Agreement:

1) The County shall provide deputies, who shall be certified law enforcement officers as in accordance with Section 53-13-103, Utah Code Annotated, to the City to act as bailiffs of the Court during sessions of the Court at two (2) hours per session two (2) times each month.

a) The County shall provide one bailiff for each session of the Court unless circumstances necessitate otherwise, or the City specifically requests additional bailiffs for particular sessions of the Court.

b) Bailiff services shall include attendance, security, and law enforcement related services as described in Rule 3-414(5)-(8), Utah Code of Judicial Administration during sessions of the Court but do not include services as clerk of the Court or custodian or the transportation of prisoners except as described in and compensated for as provided in this Agreement.

2) ~~Two (2) Patrol Units to provide traffic enforcement and preventive patrol at ten (10) hours per day minimum (including forty (40) hours per week minimum by non-paramedic law enforcement officers),~~ crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

3) The law enforcement services provided by the County, through the Sheriff's Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City's ordinances, and, thus, shall, under the terms of this Agreement, enforce the City's ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

4) Provide all law enforcement equipment necessary for the County, through the Sheriff's Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

5) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Court, assuming it is permitted by law;

6) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court;

7) If the offender is a juvenile, whether under state law or the City's ordinances, all offenses occurring within the City which are classified as



infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court, except those areas specifically reserved for the juvenile court, such as DUI's involving juveniles;

8) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all Court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

9) The City shall notify the County of the date, time, and place of any proceeding before the Court, as well as the name of the officer or employee of the County needed in those proceedings; such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding; if the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee;

10) If an officer or employee who has received notice of a proceeding before the Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact, and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee; and

11) If an officer or employee of the County should not be able to attend a Court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in Court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

2.3. Compensation.

a. ~~The County agrees to perform the services outlined in this Agreement, and the City agrees to pay the County, on a City agrees to pay the County a per-Patrol Unit cost of One Hundred Thirty-Two Thousand Six Hundred Sixty Nine Dollars and Twenty Cents Two Hundred Twenty One Thousand Eight Hundred Eighty Dollars (\$221,32,669.20,880) per Patrol Unit per year,- which equals~~ Eleven Thousand Fifty-Five

~~Dollars and Seventy-Seven Cents (\$11,055.77) per Patrol Unit per month~~~~Eighteen Thousand Four Hundred Ninety Dollars (\$18,490.00) per month~~ for the law enforcement services provided under this Agreement from July 1, ~~2019-2022~~ through June 30, ~~2020~~2023. At a service level of two Patrol Units, the cost of this Agreement totals Two-Hundred- Thousand- Six- Hundred- Sixty-Five Thousand Three Hundred Thirty-Eight Dollars and Forty Cents (\$265,338.40) per year, which equals a total cost of Twenty-Two Thousand One Hundred Eleven Dollars and Fifty-Three Cents per month. The foregoing monthly payment amounts shall be paid by City to County within thirty (30) calendar days of receiving an invoice from the County.

b. Any state liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available state liquor revenue funds attributable to the City.

c. Compensation for the bailiff services provided by the County to the City under this foregoing agreement shall be based upon the following schedule:

1) The County will provide a certified law enforcement officer at a billed rate of fifty dollars (\$50.00) per hour for up to ten (10) hours per month, twelve (12) months per year. Time will be billed based upon the services performed as bailiff or for such other security services as required or requested by the Court in addition to the regular bailiff services listed above under "services". The period of billing time shall start one-half (1/2) hour prior to the bailiff's required time in Court and ending one-half (1/2) hour after the termination of the Court security services. One (1) round trip from Farmington to the Court will be billed per day of bailiff services with or without prisoner transports.

2) Vehicle fee for maintenance, fuel, and usage shall be billed at the rate of one dollar (\$ 1.00) per mile for the vehicle. There shall be a maximum limit of three (3) prisoners for one officer per vehicle. More than three (3) prisoners will require multiple trips and/or multiple deputies.

3) In the event that timely notice of not less than two (2) business days canceling the need for bailiff services is not provided by the City, the City shall reimburse the County for two (2) hours of payroll costs and round-trip vehicle mileage per occurrence. Notice of cancellation shall be given to the Davis County Sheriff's Captain over court services.

3.4. Narcotic Strike Force. Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this Agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

4.5. Warrants.

a. Administration of the City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

b. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

c. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

d. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

~~5-6.~~ Term of Agreement. The term of this Agreement shall begin on July 1, ~~2019-2022~~ and shall, subject to the termination and other provisions set forth herein, terminate on June 30, ~~2020-2023~~ at 11:59 p.m. (the "Term"). ~~This Agreement may be renewed at the City's option at the current pricing for an additional two (2) years by the City providing thirty (30) days' advance written notice to the County.~~

~~6-7.~~ Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
  - 1) After any material breach of this Agreement; and
  - 2) Thirty (30) calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure the breach, and the breaching party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and
  - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- c. By either party, with or without cause, sixty (60) days after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

~~7-8.~~ Reports. The County, through the Sheriff's Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City's ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City's Mayor, Manager or its City

Council. These reports shall be submitted by the County to the City, through the City’s Mayor, Manager or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.

8-9. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> South Weber City Attention: City Manager 1600 E. South Weber Drive South Weber, UT 84405	<u>To the County:</u> Davis County Attn: Sheriff P.O. Box 618 Farmington, UT 84025  and  Davis County Attn: Attorney’s Office, Civil Division P.O. Box 618 Farmington, UT 84025
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9-10. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party’s actions, activities, or business.

10-11. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, defend, and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County

(collectively, the “County Reps”), agrees and promises to indemnify and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Reps”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the County and/or the County Reps, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions of the County or the County Reps.

~~11~~12. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

~~12~~13. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this Agreement shall be administered by the governing bodies of each of the Parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition.

~~13~~14. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

~~14~~15. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

~~15~~16. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

~~16~~17. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all

purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

~~17.~~18. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

~~18.~~19. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

~~19.~~20. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

~~20.~~21. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

~~21.~~22. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in

Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

22-23. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

23-24. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

24-25. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

25-26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

26-27. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

27-28. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

28-29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SOUTH WEBER CITY

~~Mayor~~ City Manager David Larson  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
South Weber City Recorder  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
South Weber City Attorney  
Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Board of Davis County  
Dated: \_\_\_\_\_

Commissioners

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Davis County Attorney's Office  
Dated: \_\_\_\_\_



**RESOLUTION 22-31**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING LAW ENFORCEMENT CONTRACT  
WITH DAVIS COUNTY SHERIFF’S OFFICE**

**WHEREAS**, current law enforcement contract 2019-396 expires on June 30, 2022; and

**WHEREAS**, South Weber wishes to continue having Davis County Sheriff’s Office (DCSO) operate within the city; and

**WHEREAS**, DCSO has changed their method for calculating their cost of providing law enforcement service from per hour to per patrol; and

**WHEREAS**, the Public Safety Committee recommends contracting for two patrol units for a one-year term allowing time to evaluate the efficacy of this model and negotiate a longer-term solution;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Adopt:** Interlocal Cooperation Agreement for Law Enforcement Services with Davis County is hereby amended as attached in Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**

**DAVIS COUNTY SHERIFF'S OFFICE**

**AGREEMENT AMENDMENT**

**INTERLOCAL COOPERATION AGREEMENT FOR**  
**LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Law Enforcement Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

**Recitals**

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court (“Court”);

D. WHEREAS, the City desires to contract with the County for bailiff services for the Court to meet the City's statutory obligations under Section 78A-7-103, *Utah Code Ann.*, to provide sufficient local law enforcement officers to attend the Court when required and provide security for the Court as bailiffs of the Court;

E. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

F. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

G. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

NOW, based upon the forgoing and for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Definitions.

- a. *Patrol Unit* shall mean a certified non-paramedic law enforcement officer, and the vehicle and equipment necessary for that officer to perform his or her duties, dedicated to patrol South Weber City for at least forty (40) hours per week.

2. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff's Office, shall provide the following law enforcement services to the City under this Agreement:

1) The County shall provide deputies, who shall be certified law enforcement officers as in accordance with Section 53-13-103, Utah Code Annotated, to the City to act as bailiffs of the Court during sessions of the Court at two (2) hours per session two (2) times each month.

a) The County shall provide one bailiff for each session of the Court unless circumstances necessitate otherwise, or the City specifically requests additional bailiffs for particular sessions of the Court.

b) Bailiff services shall include attendance, security, and law enforcement related services as described in Rule 3-414(5)-(8), Utah Code of Judicial Administration during sessions of the Court but do not include services as clerk of the Court or custodian or the transportation of prisoners except as described in and compensated for as provided in this Agreement.

2) Two (2) Patrol Units to provide traffic enforcement and preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

3) The law enforcement services provided by the County, through the Sheriff's Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City's ordinances, and, thus, shall, under the terms of this Agreement, enforce the City's ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

4) Provide all law enforcement equipment necessary for the County, through the Sheriff's Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

5) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Court, assuming it is permitted by law;

6) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court;

7) If the offender is a juvenile, whether under state law or the City's ordinances, all offenses occurring within the City which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may

otherwise be filed in the Court, shall be filed in the Court, except those areas specifically reserved for the juvenile court, such as DUI's involving juveniles;

8) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all Court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

9) The City shall notify the County of the date, time, and place of any proceeding before the Court, as well as the name of the officer or employee of the County needed in those proceedings; such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding; if the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee;

10) If an officer or employee who has received notice of a proceeding before the Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact, and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee; and

11) If an officer or employee of the County should not be able to attend a Court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in Court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

3. Compensation.

a. The County agrees to perform the services outlined in this Agreement, and the City agrees to pay the County, on a per-Patrol Unit cost of One Hundred Thirty-Two Thousand Six Hundred Sixty Nine Dollars and Twenty Cents (\$132,669.20) per Patrol Unit per year, which equals Eleven Thousand Fifty-Five Dollars and Seventy-Seven Cents (\$11,055.77) per Patrol Unit per month for the law enforcement services provided under this Agreement from July 1, 2022 through June 30, 2023. At a service level of two Patrol

Units, the cost of this Agreement totals Two-Hundred Sixty-Five Thousand Three Hundred Thirty-Eight Dollars and Forty Cents (\$265,338.40) per year, which equals a total cost of Twenty-Two Thousand One Hundred Eleven Dollars and Fifty-Three Cents per month. The foregoing monthly payment amounts shall be paid by City to County within thirty (30) calendar days of receiving an invoice from the County.

b. Any state liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available state liquor revenue funds attributable to the City.

c. Compensation for the bailiff services provided by the County to the City under this foregoing agreement shall be based upon the following schedule:

1) The County will provide a certified law enforcement officer at a billed rate of fifty dollars (\$50.00) per hour for up to ten (10) hours per month, twelve (12) months per year. Time will be billed based upon the services performed as bailiff or for such other security services as required or requested by the Court in addition to the regular bailiff services listed above under "services". The period of billing time shall start one-half (1/2) hour prior to the bailiff's required time in Court and ending one-half (1/2) hour after the termination of the Court security services. One (1) round trip from Farmington to the Court will be billed per day of bailiff services with or without prisoner transports.

2) Vehicle fee for maintenance, fuel, and usage shall be billed at the rate of one dollar (\$ 1.00) per mile for the vehicle. There shall be a maximum limit of three (3) prisoners for one officer per vehicle. More than three (3) prisoners will require multiple trips and/or multiple deputies.

3) In the event that timely notice of not less than two (2) business days canceling the need for bailiff services is not provided by the City, the City shall reimburse the County for two (2) hours of payroll costs and round-trip vehicle mileage per occurrence. Notice of cancellation shall be given to the Davis County Sheriff's Captain over court services.

4. Narcotic Strike Force. Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this Agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

5. Warrants.

a. Administration of the City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

b. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

c. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

d. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

6. Term of Agreement. The term of this Agreement shall begin on July 1, 2022 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2023 at 11:59 p.m. (the “Term”).

7. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty (30) calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure the breach, and the breaching party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, sixty (60) days after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. Reports. The County, through the Sheriff’s Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City’s ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City’s Mayor, Manager or its City Council. These reports shall be submitted by the County to the City, through the City’s Mayor, Manager or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.



9. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<p><u>To the City:</u>          South Weber City          Attention: City Manager          1600 E. South Weber Drive          South Weber, UT 84405</p>	<p><u>To the County:</u>          Davis County          Attn: Sheriff          P.O. Box 618          Farmington, UT 84025</p> <p>and</p> <p>Davis County          Attn: Attorney’s Office, Civil Division          P.O. Box 618          Farmington, UT 84025</p>
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10. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party’s actions, activities, or business.

11. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, defend, and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Reps”), agrees and promises to indemnify and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Reps”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or



otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the County and/or the County Reps, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions of the County or the County Reps.

12. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

13. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this Agreement shall be administered by the governing bodies of each of the Parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition.

14. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

15. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

16. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

17. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

18. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

19. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

20. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

21. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

22. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to

the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

23. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

24. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

25. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

27. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

28. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SOUTH WEBER CITY

\_\_\_\_\_  
City Manager David Larson

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
South Weber City Recorder  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
South Weber City Attorney  
Dated: \_\_\_\_\_

DAVIS COUNTY

Commissioners

\_\_\_\_\_  
Chair, Board of Davis County

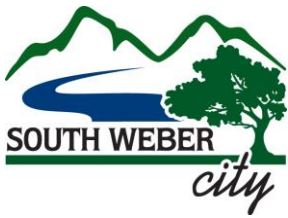
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Davis County Attorney's Office  
Dated: \_\_\_\_\_



# CITY COUNCIL MEETING STAFF REPORT

## MEETING DATE

June 28 2022

## PREPARED BY

Trevor Cahoon  
Community Service Dir

## ITEM TYPE

Administrative

## ATTACHMENTS

Resolution 22-32

Draft Policy

## AGENDA ITEM

Resolution 22-32: Creating a Vehicle Section in the Policies & Procedures Manual

## PURPOSE

Consider approval of the recommended policy section.

## BACKGROUND

This is an updated policy. Currently we do not allow employees to drive their vehicles home. Various departments need to have requested the ability to take a vehicle home if they are on call so they can respond in a timely manner if needed. Public Works is the most regular department that will be affected by this policy change.

Right now we have one employee on call each week and which means the anticipated impact during non-snow months would be just one employee. In the case of winter storm warnings, it could potentially be all public works employees if deemed necessary. The time that they get called out varies from month to month but on average we are looking at 1-3 times a week that they can be called out. Staff is compensated get paid \$22 per day on call and it is only the individual that is on call. This is in addition to any time that they get called out. When they are called out they get to count a minimum of 2 hours regardless if the call lasted for 1-119 minutes.

All departments would have the option if so needed and approved by the City Manager and Department Head. We anticipate the cost to be minimal with the price of fuel. In essence it is a tangible benefit that we can offer our staff. The milage and gas consumption is a concern that we expressed early on when staff was considering this. Overall the budget is built to handle this request.

## SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-32: Amending the Take Home Vehicle Section in the Policies & Procedures Manual.

**Deny** – Move to deny Resolution 22-32: Amending the Take Home Vehicle Section in the Policies & Procedures Manual.

**RESOLUTION 22-32**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
AMENDING THE POLICIES AND PROCEDURES MANUAL  
SECTION 7.110 (j) TAKE-HOME VEHICLE USE**

**WHEREAS**, Public Works employees operate vehicles necessary to perform their jobs; and

**WHEREAS**, the Public Works Department requested the ability to take vehicles home when on call so they can respond more quickly; and

**WHEREAS**, one employee is on call each week during non-snow months; however with winter storm warnings it could potentially apply to all department employees who may be called on to plow the roads; and

**WHEREAS**, staff is compensated for time on call plus a minimum of two hours pay with each call therefore no additional compensation would be added; and

**WHEREAS**, the cost is anticipated to be minimal including added mileage to vehicles and gas consumption;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Amendment:** Policy & Procedure Manual 7.110 (j) Take Home Vehicle Use shall be amended as presented in Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**

**EXHIBIT 1**  
**POLICIES AND PROCEDURES**  
**7.110 (j) VEHICLE TAKE HOME USE**

### **7.110 (j) TAKE HOME VEHICLE USE**

Employees may, upon specific written direction or approval of the City Manager or Designee, be assigned to take home a City of South Weber ("City") vehicle on a permanent or semi-permanent basis in the event the Employee's position requires on-call status. An employee with a take home vehicle shall follow the following provisions:

Only City employees, possessing a valid State of Utah driver's license appropriate for the vehicle, are authorized to operate City vehicles.

Employees shall not operate a City vehicle while under the influence of drugs or alcohol.

Employees shall not transport any persons other than City employees in a City vehicle, except in the course of official business.

Employees and authorized passengers are expected to observe all traffic regulations, including seatbelt usage, and all policies and procedures of the City, while operating a take home vehicle.

All incidents involving City vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to Risk Management immediately. Employees with take home vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to the supervisor and/or Risk Management.

Employees will not operate their vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.

Employees are expressly prohibited from making any cosmetic or mechanical modifications to any City owned vehicle without the approval of the City Manager. South Weber reserves the right to remove any or all modifications that may impair the vehicles safety or usefulness and or cosmetic changes that are not in keeping with City policy.

Take home vehicles may only be used for personal purposes on a "de minimis" basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose or during a commute to or from work.

Unattended take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.

Take home vehicles should be fueled with the City's Fleet fueling card.

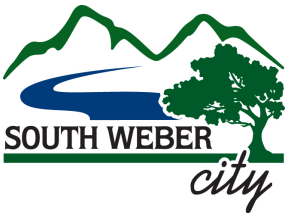
Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons only.

Occasions that may prompt the City Manager or Designee to authorize additional employees to take home department vehicles include but are not limited to: preparations made in advance of a severe storm, such as snow, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the City Manager to take home a City vehicle for storm



related purposes may be requested in writing through Department Heads in accordance with Department/Division Disaster Plans.

Violations of this policy and procedures may result in disciplinary action and could result in the revocation of take-home vehicle privileges.



# CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

June 28, 2022

PREPARED BY

David Larson  
City Manager

ITEM TYPE

Legislative

ATTACHMENTS

Policies & Procedures  
Manual 6-28-2022 Redline  
Resolution 22-33  
Policies and Procedures

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Resolution 22-33: Policies & Procedures Manual Update

PURPOSE

Annual review and update of minor policies and procedures changes needed that were identified throughout the year

RECOMMENDATION

The Administration/Finance Committee recommends adoption of the policy updates

BACKGROUND

The Administration/Finance Committee has been tasked to recommend an annual “cleanup” of the policies & procedures manual each Spring/Summer after the legislative session to ensure state code compliance and to address any potential issues confronted during the year.

The update is not a comprehensive review of the entire manual. The recommended amendments are items that the staff presented to the committee for clarification and standardization reasons and are being recommended for inclusion in the manual now as part of the annual update.

Below is a brief description of the proposed changes:

PAGE #	DESCRIPTION
1	Update to adoption date and resolution number
2	Correct spelling error. Add flag display section # to chapter list
11	Update on-call amount
13	Clarify amount paid per holiday to 8 or 10 hours depending on regular work schedule
13	Add Juneteenth to annual holiday list
21	Clarify that bereavement leave includes miscarriage per SB63
35	Add flag display section # to section heading list
58	Add policy regarding medical cannabis according to new state law
75	Put into documented policy the practice of only displaying flags of the City, state, and country on city-owned property

ANALYSIS

NA

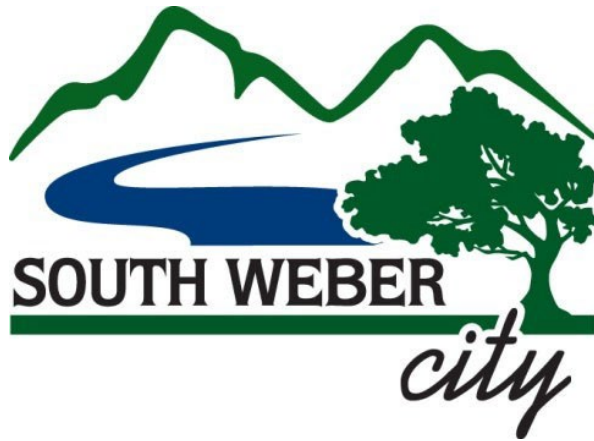
SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-33: Policies & Procedures Manual Update

- Add any amendments as desired

**Deny** – Move to deny Resolution 22-33: Policies & Procedures Manual Update

**Continue** – Move to continue Resolution 22-33: Policies & Procedures Manual Update



## Policies and Procedures

Amended ~~June 28, 2022~~ ~~March 22, 2022~~  
(Res. ~~22-3322-09~~)

**CHAPTER 1: INTRODUCTION**

- 1.010. Intent and Purpose
- 1.020. Interpretation
- 1.030. Acknowledgement Form
- 1.040. Amendments
- 1.050. Disclaimer

**CHAPTER 2: ADMINISTRATION**

- 2.010. Personnel Director
- 2.020. Employee Definitions
- 2.030. Classification Plan
- 2.040. Personnel Records

**CHAPTER 3: HIRING**

- 3.010. Equal Opportunity Employer
- 3.020. Recruitment
- 3.030. Introductory Period
- 3.040. Employment of Relatives (NEPOTISM)

**CHAPTER 4: COMPENSATION**

- 4.010. Compensation
- 4.020. Annual Review
- 4.030. Garnishments
- 4.040. Exempt and Non-Exempt Employees
- 4.050. Overtime
- 4.060. On-Call
- 4.070. Differentials and Compensation
- 4.080. Holiday Pay
- 4.090. Paid Leave
- 4.100. Unpaid Leave
- 4.110. Leave Procedures
- 4.120. Leave Procedures Exceptions
- 4.130. Vacation Leave
- 4.140. Sick Leave
- 4.150. Family and Medical Leave Act
- 4.160. Military Leave
- 4.170. Jury Duty Leave
- 4.180. Injury Leave
- 4.190. Bereavement Leave
- 4.200. Employee Recognition Program
- 4.210. Employee Wellness Program
- 4.220. Employee Assistance

**CHAPTER 5: BENEFITS**

- 5.010. Disclaimer
- 5.020. Retirement
- 5.030. Medical and Dental

**CHAPTER 9: EVALUATION AND DEVELOPMENT**

- 5.040. Life Insurance
- 5.050. Workers Compensation
- 5.060. Family Activity Center Membership

**CHAPTER 6: WORKING CONDITIONS**

- 6.010. Work Hours
- 6.020. Americans with Disabilities Policy
- 6.030. Harassment Policy
- 6.040. Sexual Harassment Policy
- 6.050. Workplace Violence Policy

**CHAPTER 7: CONDUCT**

- 7.010. Personal Appearance
- 7.020. Public Relations
- 7.030. Working Relations
- 7.040. Employee Ethics
- 7.050. Honesty
- 7.060. Confidentiality
- 7.070. Outside Employment
- 7.080. Personal Activities
- 7.090. Electronic Communications Policy
- 7.100. Information to the Public
- 7.110. Use of City Vehicles Policy
- 7.120. Equipment Policy
- 7.130. Drug and Alcohol Policy
- 7.140. DOT Drug and Alcohol Testing
- 7.150. No Smoking Policy
- 7.160. Notary Public Services Policy
- 7.170. Reporting Fraud and Abuse
- 7.180. City Hotline
- ~~7.190.~~ 7.190. Cash Receipting and Deposit
- 7.200. Conflict of Interest
- 7.210. Flag Display Policy

**CHAPTER 8: SAFETY**

- 8.010. Employee Duties
- 8.020. Report of Accident
- 8.030. Risk Management Polices
- 8.040. Occupational Injuries and Accidents
- 8.050. Workers' Compensation Claims
- 8.060. Medical Examinations
- 8.070. Claims and Lawsuits

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- 9.010. Performance Evaluation System
- 9.020. Tuition Aid Program
- 9.030. Training and Travel

**CHAPTER 10: GRIEVANCES**

- 10.010. Grievances
- 10.020. Informal Grievance Procedure
- 10.030. Formal Grievances
- 10.040. Appeal
- 10.050. Retaliations
- 10.060. Records

**CHAPTER 11: DISCIPLINE**

- 11.010. General Conduct
- 11.020. Responsibility for Discipline
- 11.030. Investigation
- 11.040. Levels of Discipline
- 11.050. Administrative Leave
- 11.060. Probation
- 11.070. Suspension
- 11.080. Demotion
- 11.090. Dismissal
- 11.100. Pre-Disciplinary Action Hearing
- 11.110. Appeals

**CHAPTER 1: INTRODUCTION**

- 1.010. Intent and Purpose.**
- 1.020. Interpretation.**
- 1.030. Acknowledgment Form.**
- 1.040. Amendments.**
- 1.050. Disclaimer.**

**1.010. Intent and Purpose.**

The purpose of these Policies and Procedures is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with South Weber City. The intent of South Weber City is to comply with all federal and state laws and regulations applicable to the City and/or its employees, whether mentioned herein or not. Except as otherwise specifically provided, these Policies and Procedures supersede all prior policies and procedures of the City which are inconsistent with the matters stated herein:

1. Compensation.
2. Annual Review.
3. Garnishments.
4. Exempt and Non-Exempt Employees.
5. Overtime.
6. Compensatory Time.
7. Call-Backs.
8. Differential Pay,
9. Holiday Pay.
10. Paid Leave.
11. Unpaid Leave.
12. Leave Procedures.
13. Leave Procedures Exceptions.
14. Vacation Leave.
15. Sick Leave.
16. Family and Medical Leave.
17. Military Leave.
18. Jury Duty Leave.
19. Injury Leave.
20. Bereavement Leave.

The City reserves the right to change these Policies and Procedures by City Council resolution at any time, and for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in the Policies and Procedures Manual do not constitute an express or implied contract with any person.

**1.020. Interpretation.**

It is the policy of South Weber City that the City Manager shall provide the official interpretation of these Policies and Procedures. Department Heads and Supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City Manager. Employees may appeal any decision or interpretation of these Policies and Procedures to the City Manager that are affecting his or her employment in accordance with the grievance procedures set forth in Chapter 10.

**1.030. Acknowledgment Form.**

It is the policy of South Weber City that all City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form, as provided by the City, attesting to the fact that he or she: (1) has received a copy of these Policies and Procedures; and (2) will take the opportunity to read and understand the provisions set forth herein.

**1.040. Amendments.**

It is the policy of South Weber City that the City reserves the right to unilaterally alter, amend, except, or revoke any policy, practice, or procedure set forth herein at its sole discretion.

**1.050. Disclaimer.**

It is the policy of South Weber City that the information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City Manager, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice, or procedure set forth herein. The provisions of these Policies and Procedures are intended to also apply to members of the City Council, Planning Commission, Appeal Authority, and/or any other commissions or committees of the City.



## CHAPTER 2: ADMINISTRATION

- 2.010. Personnel Director.**
- 2.020. Employee Definitions.**
- 2.030. Classification Plan.**
- 2.040. Personnel Records.**
- 2.010. Personnel Director.**

The City Manager shall designate and supervise an employee to fulfill the duties and responsibilities of Personnel Director to other personnel as deemed appropriate and as authorized by law. The duties and responsibilities of the Personnel Director include, but are not limited to the following:

- (a) To develop, implement, and administer these Policies and Procedures;
- (b) To promote the fair treatment of employees and the administration of these Policies and Procedures; and
- (c) To review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Council.

### **2.020. Employee Definitions.**

City employees are categorized as follows:

- (a) **Full-Time and Exempt.** Employees who are scheduled to work forty (40) hours per week or more on a regular basis and who are not considered limited employees as defined herein. Full-time and exempt employees are eligible for all City benefits.
- (b) **Part-Time.** Employees who are scheduled to work twenty-nine (29) hours or fewer per week on a regular basis and who are not considered limited employees as defined herein. Part-time employees are not eligible for benefits except as otherwise specifically provided herein or as otherwise required by law. Part-time employees shall be deemed at-will employees and are subject to termination with or without cause.
- (c) **Limited or Volunteer.** Employees who are hired to work on a temporary, seasonal, provisional, volunteer, or emergency basis, or for a period of employment expected to last no longer than seven (7) months or less than twenty-nine (29) hours per week. Limited employees are not eligible for any benefits and shall be deemed at-will employees subject to termination with or without cause.
- (d) **Introductory Employees.** Employees who are in their first twelve (12) months of employment at their respective position are introductory employees. The successful completion of the one (1) year introductory period should not be construed as creating a contract or as guaranteeing employment for any specific duration with the City. Introductory employees are considered at-will during their introductory period and are subject to termination with or without cause.

**2.030. Classification Plan.**

It is the policy of South Weber City that the City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

**2.040. Personnel Records.**

**(a) Personnel Records.** It is the policy of the City to maintain personnel records concerning its employees. Such records may include, but are not limited to records regarding hiring, compensation, paid and unpaid leave, awards, grievances, disciplinary action, education, training, and other relevant records. Personnel records are all protected by and subject to Government Records Access Management Act (GRAMA).

**(b) Updates.** Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions, and related information so that the employee's personnel records may be accurately maintained.

**(c) Maintenance.** Personnel records shall be maintained, classified, and accessed in accordance with GRAMA, as adopted and amended by the City.

**(d) Access.** It is the City's policy to allow access to personnel records in accordance with applicable law. Employees may have reasonable access to their own personnel records during regular business hours. Employees may examine and make copies of their own personnel records under the direct supervision of the City Manager, or his or her designee, subject to the provisions of GRAMA, as adopted and amended by the City.

**CHAPTER 3: HIRING**

- 3.010. Equal Opportunity Employer.**
- 3.020. Recruitment.**
- 3.030. Introductory Period.**
- 3.040. Employment of Relatives.**
- 3.010. Equal Opportunity Employer.**

South Weber City is an "Equal Opportunity Employer", and it is the policy of the City to comply with federal and state equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion, or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, disability, or status as a veteran, in accordance with applicable federal and state laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

**3.020. Recruitment.**

It is the policy of South Weber City that recruitment, selection, and hiring of all applicants for job positions within the City shall be conducted in accordance with recruitment procedures approved by the City Manager. The City shall conduct pre-hire criminal background checks on all full-time, part-time, seasonal, or volunteer employees, and may conduct criminal background checks on such employees at other random times. The City shall also conduct pre-hire financial background checks on executive employees including the City Manager and department directors; and may conduct additional financial backgrounds checks for executive employees at other random times. Firefighters shall pass department physical evaluations prior to being hired.

**3.030. Probationary Period.**

It is the policy of South Weber City that the first six (6) months of employment with the City shall be considered a "Probationary Period" which shall be used as a training and evaluation period for the City to observe the employee's ability to perform the various duties pertaining to the position and for the employee to determine whether or not the position adequately meets his or her own expectations and personal needs. The City considers the probationary period an intrinsic part of the employee selection process during which the employee will be carefully observed by the City. At the end of the Probationary Period, the employee's Supervisor shall conduct an evaluation of the employee in accordance with the performance evaluation procedures set forth in Chapter 9 and prepare a final Probationary Period Performance Evaluation to the City Manager recommending whether the employee should be retained, terminated, or extended. The employee's Supervisor may recommend an additional probationary period of up to 6 months as approved by the City Manager. Probationary employees are considered at-will during their probationary period subject to termination with or without cause.

### 3.40. Employment of Relatives (Nepotism)

It is the policy of South Weber City to prevent an environment where favoritism, real or perceived, can exist; and to define the conditions under which relatives of City employees may be considered for employment in accordance with UCA 52:3.

1. A relative is defined as the employees' husband, wife, parent, stepparent, nephew, niece, grandparent, son-in-law, daughter-in-law, sister, stepsister, brother, stepbrother, son, stepson, daughter, stepdaughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin.
2. A person shall not be hired within the same department as an employed full- or part-time relative.
3. Limited or volunteer employees who are related may be hired within the same department as long as one relative does not supervise the other. In the event that a department has related limited or volunteer employees working, and one is hired for a full- or part-time position, the other relatives shall be allowed to continue working for the duration of their assignment but shall not be eligible for rehire or appointment in the same department as long as the first relative is a full-time or part-time employee.
4. If two employees in the same department marry, one employee shall be required to immediately transfer to another department (subject to available positions) or terminate employment with the City.
5. If two employees in the same department become related as a result of a marriage, but are not married to each other, and the relationship creates a disruption of work or of the work environment or any other problem not conducive to an effective work environment, an appropriate remedy shall be implemented by the Department Director on a case-by-case basis. In most cases, it is anticipated that the appropriate remedy shall be that one employee must transfer to another department (subject to available positions) or terminate employment.
6. No employee who is related to someone within the same department shall be promoted to a Department Director or any management position.
7. Any employee who in any way attempts to influence the hiring of his/her relatives for any position shall be subject to disciplinary action.

**CHAPTER 4: COMPENSATION**

- 4.010. Compensation.**
- 4.020. Annual Review of Compensation Plan.**
- 4.030. Garnishments.**
- 4.040. Exempt and Non-Exempt Employees.**
- 4.050. Overtime and Compensatory Time.**
- 4.060. On-Call.**
- 4.070. Differential Pay**
- 4.080. Holiday Pay.**
- 4.090. Paid Leave.**
- 4.100. Unpaid Leave.**
- 4.110. Leave Procedures.**
- 4.120. Leave Procedures Exceptions.**
- 4.130. Vacation Leave.**
- 4.140. Sick Leave.**
- 4.150. Family and Medical Leave.**
- 4.160. Military Leave.**
- 4.170. Jury Duty Leave.**
- 4.180. Injury Leave.**
- 4.190. Bereavement Leave.**
- 4.200 Exempt Employee Leave**
- 4.210. Employee Recognition Program**
- 4.220. Employee Wellness Program**
- 4.230. Employee Assistance Program**

**4.010. Compensation.**

It is the policy of South Weber City that compensation shall be based upon the City's compensation plan and includes, but is not limited to, the pay grade schedule and the salary schedule as adopted by the City. The City will establish and maintain pay programs and practices based on market conditions to support and maintain up-to-date information for the City's compensation plan, pay grade schedule, and salary schedule.

The City's compensation program recognizes individual performance. Employees will be eligible for pay increases based on their individual performance throughout a performance year, subject to range maximums for their position.

**4.020. Annual Review of Compensation Plan.**

It is the policy of South Weber City that the employee compensation plan should be reviewed annually by the City Manager who may recommend appropriate changes to the City Council for approval or denial. The City Council may review and make changes or recommendations to the Compensation Plan at any time in accordance with applicable procedures regarding the same.

**4.030. Garnishments.**

It is the policy of South Weber City that an employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies, and procedures as provided by law.

**4.040. Exempt and Non-Exempt Employees.**

It is the policy of South Weber City that for purposes of overtime compensation under the Fair Labor Standards Act, the City Manager shall be deemed "exempt" and designate other exempt positions in the City through job description. All other employees of the City are hereby designated as "non-exempt."

**4.050. Overtime and Compensatory Time.**

It is the policy of the South Weber City that exempt employees will not receive overtime compensation. Nonexempt employees may receive overtime compensation at a rate of one and one-half times their regular rates of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. No employee may perform work over his or her designated hours without prior approval of their Department Director. Overtime accrued by employees without Department Director approval are subject to disciplinary action.

Employees may request compensatory time off in lieu of cash overtime payments in accordance with the leave procedures set forth herein. Compensatory time may be accrued up to 240 hours at the calendar year end. Compensatory time over 240 will be paid out biannually. The City encourages employees to use compensatory time for the health, welfare, and benefit of the employee. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the department within which the employee works. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment. Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act. Nothing in this or any other policy shall be construed to give an expectation or right to continued or future compensatory time hours.

**4.060. On-Call.**

It is the policy of South Weber City that in order for the City to quickly respond to emergencies involving the City's water, sewer, and other utilities it is necessary that qualified employees of the Public Works Department remain on-call during nights, weekends, and holidays. Employees who are on-call shall remain within thirty (30) minutes of the City and be able to receive phone inquiries at all times during the on-call period. When an employee is required to be on-call he or she shall be compensated, at a rate ~~\$1422.00~~ (eleven-twenty-two dollars) per day (~~\$77154.00~~ [seventy-sevenone hundred fifty-four dollars] per week), and in the event that on-call time includes a paid holiday, compensation shall be an additional \$4422.00 per holiday, for making themselves available during the on-call period; and when called out the employee shall be compensated at his or her regular rate of pay for a minimum of two (2) hours. Telephone requests for information to or from the employee's home

or cellular phone shall not be considered as compensable time if the call transpires to be less than 15 minutes of telephone time.

#### 4.070. A. Differential Pay and Certifications

It is the policy of South Weber City to provide differential pay for specific professional certifications that contribute directly to the ability of an employee to provide a broader range of service to the community or to provide a current service at a reduced cost. For the purposes of recognizing and rewarding employees who improve their skills, knowledge, and proficiency in carrying out their assigned functions through additional training and certification beyond what is normally required for the position, the following guidelines have been established:

1. Professional certifications, which qualify an employee for differential pay, must represent a level of training and skill beyond what is required to perform the regularly assigned duties of the position.
2. The **City Manager** shall evaluate requests for differential pay to ensure compliance with this Policy.
3. Employees eligible to receive differential pay must submit proof of the initial certification and of all renewals and/or recertification to the **City Manager**.
4. The differential pay shall be effective the first pay period after proof of certification has been submitted. It shall terminate the pay period in which the employee is no longer certified.
5. Personnel Director shall be responsible for maintaining records of all certifications and expiration dates, and to terminate the differential if proof of re-certification has not been provided.
6. Approved differentials are as follows:

A. All employees in the Public Works Department, including the Department Director, who become certified with the State of Utah as a Grade I, II, III or IV Systems Operator are eligible to receive differential pay as follows (differential rates are not cumulative):

- Grade I
- Grade II
- Grade III
- Grade IV
- Backflow/Cross Connection\*\*
- Certified Inspector for Sediment and Erosion Control\*
- Certified Professional in Storm Water Quality\*
- Certified Professional in Sediment and Erosion Control\*
- Registered Storm Water Inspector\*

\* Available for Public Works or Building Inspections employees.

\*\* Available for designated Parks employees.

B. Employees in the parks section and storm water section who become certified by the Professional Lawn Care Association of America (PLCAA) as a Certified Turf-grass Professional are eligible to receive a differential in addition to their regular salary.

C. Employees classified as a Building Inspector must have ICC Building, Electrical, Mechanical, and Plumbing certifications in accordance with the job description. In addition, they receive differential pay for the following certifications.

- ICC Fire Inspector Certification (requires CBO approval)
- ICC Building Plans Examiner
- ICC Electrical Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Residential Plans Examiner
- ICC Property Maintenance and Housing Inspector
- ICC Disaster Response Inspector
- ICC Accessibility Inspector/Plans Examiner Certification
- ICC Commercial Energy Inspector
- ICC Residential Energy Inspector/ Plans Examiner
- ICC Chief Building Official Legal/ Management Module
- ICBO Structural Masonry Special Inspector Certification  
(Requires CBO approval)

D. Employees who are fluent in Spanish and regularly communicate with Spanish speaking customers are eligible to receive a differential. This differential must be requested by the City Manager on a case-by-case basis.

E. South Weber City agrees to expend the costs of professional certification(s), such as, examinations, and C.E.U.'s (continued education unit). In the event that an employee fails an examination, it is to the discretion of the City Manager to hold the employee responsible for the examination payment.

**4.080. Holiday Pay.**

It is the policy of South Weber City that all full-time employees shall receive holiday pay for each of those days defined herein as legal holidays of the City. Employees shall be compensated ~~for the number of hours that would normally be worked on that given day if it were not a holiday-8~~ hours for a holiday if working a regular schedule or 10 hours if working a 4/10s schedule.

The following days, with the exception of Employee Birthdays, are defined as legal holidays upon which all offices of the City shall be closed, except those offices required by law or necessity to remain open. In the event the holiday falls on a Sunday, the following Monday shall be the holiday, and in the event the holiday falls on a Saturday, the preceding Friday shall be the holiday.

- (a) New Year's Day - January 1st;
- (b) President's Day - third Monday in February;
- (c) Memorial Day - last Monday in May;
- (d) Independence Day - July 4th;
- (e) Pioneer Day - July 24th;

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| (e) Juneteenth – June 19th:

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- (f) Labor Day - first Monday in September;
- (g) Columbus Day - second Monday in October;
- (h) Thanksgiving - fourth Thursday in November;
- (i) The day after Thanksgiving;
- (j) Christmas Day - December 25th;
- (k) Either the day before or after Christmas as determined by the City Manager; and
- (l) Employee's Birthday; or equivalent time off if the birthday falls on a weekend or holiday.

South Weber City will automatically adopt any future paid holidays which are adopted by the state and/or federal government.

Full-time employees required to work on a legal City holiday shall receive an equivalent amount of time off on an alternate day as approved by his or her Supervisor or receive a wage at one and one-half times the straight-time rate for the hours worked on the holiday. Part-time employees required to work on a legal City holiday shall receive a wage at one and one-half times the straight-time rate for the hours worked on the holiday. Employees must have authorization from their supervisor prior to working on a holiday. Holidays occurring during an employee's vacation or sick leave are not counted as vacation or sick days; excluding those employees who are scheduled to work on the holiday and will be given an alternate day off for the holiday.

Fire and public works employees required to work on a premium holiday as defined by this Policy shall receive a wage at two times the straight-time rate for the hours worked on the holiday. The following are considered premium holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

In the event that a holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. Should the holiday fall on a Sunday, the following Monday shall be treated as a holiday. For eligible employees, the employee BIRTHDAY holiday can only be taken as scheduled, and with prior authorization by their supervisor. It must be taken by the employee within one week (before or after) the employee's birthdate in one full day segment or two half-day segments on consecutive days.

**4.090. Paid Leave.**

Full-time employees are eligible to accrue vacation leave, sick leave, and other paid leaves as may be established by the City. Part-time employees who at the time of the adoption of this Policy accrue vacation and sick leave shall continue to be afforded this benefit at the accrual rates set forth herein. No paid leave shall accrue or be granted to non-qualifying part-time and limited employees unless otherwise approved by the City.

**4.100. Unpaid Leave.**

Employees may be granted unpaid leave under certain circumstances in accordance with the procedures set forth herein. Unless otherwise provided by law, such as military or family and medical leave, unpaid leave is a privilege and not a right. Employees shall not be entitled to the

accrual of any vacation or sick leave credits during the period of extended unpaid leave, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. Unless otherwise required by law, the employee may be required to pay for continuation of insurance benefits during unpaid leave.

**4.110. Leave Procedures.**

**(a) Leave Request Form.** Except as provided in Sections 4.120, employees desiring leave, whether paid or unpaid, shall file an Employee Leave Request Form with his or her Supervisor in accordance with such procedures as established by the City. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

**(b) Approval.** Department Heads shall approve or deny employee leave requests at his or her discretion, except as otherwise provided herein. Any approved employee leave request shall be signed by the Department Head and City Manager stating any special provisions or conditions for the leave. Employees who do not answer to a Department Head shall submit all leave requests to the City Manager. Any Employee Leave Request exceeding thirty (30) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager to ensure that the appropriate notice and records are maintained for such leave. Department Heads desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the department during the Department Head's absence.

**(c) Status.** Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. Department Heads or the City Manager may, at any time during an employee's absence due to illness or injury, request a written physician's verification of the employee's illness or condition and its expected duration.

**(d) Compensation.** Eligible employees shall be compensated for paid leave at his or her regular rate of pay.

**(e) Records.** Original Leave Request Forms shall be maintained by the Personnel Director in accordance with the Government Records Access and Management Act, as adopted and amended by the City.

**4.120. Leave Procedures Exceptions.**

Exceptions to the leave procedures set forth in Section 4.110 shall be made in the following instances:

**(a) Absence due to illness.** In the event an employee is absent due to illness the request for leave may be handled by a telephone report to his or her supervisor or Department Head. In the event the Supervisor or Department Head is not available, the employee may notify

the City Manager. Such notice shall be given as soon as practical before the employee's work shift begins.

**(b) Family Accident, Medical, or Other Emergency.** In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or Department Head. In the event the Supervisor or Department Head is not available, the employee may notify the City Manager. Such notice shall be given as soon as practical under the circumstances.

**4.130. Vacation Leave.**

**(a) Eligibility.** Full-time employees are eligible to accrue vacation leave in accordance with their tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave upon accrual. Part-time employees who, at the time of the adoption of this Policy, accrue vacation leave shall continue to be afforded this benefit at the accrual rates set forth herein. No other employees shall accrue and be eligible to use vacation leave as provided herein.

**(b) Employee Accrual Rates.** Full-time employees may accrue vacation hours according to the following table:

Years of Employment with South Weber City	Vacation Hours Accrued Per Pay Period
0-4	4
5-9	5
10+	6

Any and all employees currently accruing vacation time at any rate higher than 6 hours per pay period at the time of this Policy update will continue to accrue at their current rate.

**(c) Accumulation.** Vacation leave is credited to each employee on a per pay period basis. In the first year of hire in an eligible position vacation shall accrue from the date of hire for that position at four (4) hours per pay period. Employees can accumulate and carry forward to the next calendar year a maximum of two hundred and forty (240) hours. Any unused vacation hours in excess of two hundred and forty (240) hours will be forfeited at the end of each calendar year on December 31st. Upon good cause and request from the employee's Department Head a thirty to sixty (30-60) day extension of the December cut-off date may be considered by the City Manager.

**(d) Scheduling.** Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be filed in writing to the employee's Department Head, or his or her designee, in accordance with the employee leave request procedures set forth herein. The City will try to honor employees' requested vacation dates but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. The City retains the options, in the event of an emergency, to pay any employee in lieu of accrued vacation credit, if any vacation request cannot be granted in the best interest of the City.

**(e) Miscellaneous.** A paid holiday which occurs during vacation leave will not be charged as a vacation day.

**(f) Termination.** Upon termination of employment with the City other than for cause, eligible employees shall be entitled to cash in lieu for unused vacation leave at his or her regular rate of pay at the date of termination.

**(g) Annual Cash Out.** Employees may cash out up to 80 hours of their accrued vacation hours once per year. An employee who cashes out hours must retain no less than 40 hours.

**4.140. Sick Leave.**

South Weber City provides eligible employees with paid sick leave each year to cover approved absences due to illness.

**(a) Eligibility.** All full-time employees are eligible to accrue sick leave at the accrual rates set forth herein.

**(b) Accrual.** Full-time employees may accrue up to twelve (12) days of paid sick leave, or to accrue ninety-six (96) hours per year. Eligible part-time employees shall accrue sick leave at a rate of six (6) days per year, or to accrue forty-eight (48) hours per year.

**(c) Utilization of Sick Leave.** Eligible employees may utilize sick leave for the following purposes:

- (1) Employee illness or injury
- (2) Illness or injury of an employee's immediate family member. For purposes of this section only, immediate family member includes; spouse, partner, significant other, son, daughter, parent, parent-in-law, or anyone else living in the same household, and anyone for whom the employee has legal guardianship
- (3) Dental and medical appointments
- (4) The use of paid sick leave may not exceed forty (40) hours in a work week

**(d) Notification.** Employees are expected to notify their supervisor prior to or at the beginning of their scheduled work period. Employees, at the discretion of the Supervisor, may be required to provide written verification by his or her doctor stating the reasons the employee was unable to work due to illness.

**(e) Records.** Sick leave shall be recorded on the employee's timecard.

**4.150. Family and Medical Leave.**

**(a) Purpose.** It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the federal Act shall control.

The provisions of this Section are intended to supersede the unpaid leave provisions provided elsewhere in these Policies and Procedures.

**(b) Eligible Employees.** Employees eligible for Family and Medical Leave as provided herein include employees who have been employed with the City for at least twelve (12) months and who have performed at least one thousand two hundred fifty (1,250) hours of service for the City during the previous 12-month period immediately preceding the commencement of the leave.

**(c) Permitted Leave.** Eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during any 12-month period for the following:

- (1) The birth of a son or daughter of the employee and to care for such son or daughter;
- (2) The placement of a son or daughter with the employee for adoption or foster care and to care for such son or daughter;
- (3) In order to care for the employee's spouse, son, daughter, or parent with a serious health condition; or
- (4) A serious health condition that makes the employee unable to perform the functions of his or her position.

**(d) Designation of 12-Month Period.** For purposes of determining the 12-month period in which the twelve (12) weeks of leave entitlement occurs, the City uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

**(e) Leave Procedure.**

**(1) Notice.** An employee must notify in writing his or her Department Head, who shall then notify the City Manager, of any needed Family and Medical Leave by filing an Employee Leave Request at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable based upon an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If a thirty (30) day notice is not practicable, such as because of lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. Failure to give proper notice of intended leave to the City may result in denial of the taking of the leave for up to thirty (30) days after the date the employee provides notice in accordance with provisions of the Act.

**(2) Designation of Leave.** Once the City has acquired knowledge that the leave is being taken for a Family and Medical Leave Act-qualifying reason, the City shall designate the leave as such, whether it is paid or unpaid, and give notice of the designation to the employee. Except as otherwise provided in the Act, absence preceding a notice to the employee of the designation, may not be counted against the employee's FMLA leave entitlement.

**(3) Certification.** The City may require the employee to provide certification from a health care provider regarding the necessity of the leave in accordance with and subject to provisions of the Act.

**(4) Reporting.** The City may require the employee to report periodically to the employer on the status and intention of the employee to return to work in accordance with and subject to provisions of the Act.

**(5) Fitness for Duty.** The City may require the employee to obtain and present certification from the health care provider stating that the employee is able to resume work in accordance with the Act.

**(6) Intermittent Leave.** Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act. Any intermittent leave requested or granted shall be subject to conditions set forth in the Act, including but not limited to, alternative position transfer, reasonable notice, scheduling, and certification.

**(f) Leave Protection.**

**(1) Compensation.** Employees shall be required to use accrued paid vacation and all-purpose leave hours for leave provided herein and paid sick leave hours to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation, all-purpose, and sick leave shall be permitted as unpaid leave in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid Family and Medical Leave run concurrently with and be counted as Family and Medical Leave.

**(2) Position.** Except as otherwise provided in the Act, employees who take family or medical leave shall be entitled on return from such leave to be restored at the option of the City to: (1) the position of employment held by the employee when the leave commenced, or (2) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of their positions in accordance with and subject to provisions set forth in the Act.

**(3) Benefits.** The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation, all-purpose, and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken, i.e., paid, or unpaid, as applicable.

**(4) Insurance.** The City shall maintain coverage for the employee under any "group health plan" for the duration of the leave at the level and under the conditions of coverage the employee would have been provided had the employee continued in employment for the duration of such leave as required by the Act and applicable

provisions of COBRA. The City may recover the cost of maintaining such coverage in accordance with provisions of the Act if the employee fails to return from leave for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

**(g) Records.** The City shall make, keep, and preserve records pertaining to Family and Medical Leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty, or medical histories of employees or employees' family members shall be treated as confidential medical records.

**4.160. Military Leave.**

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during their military service to the extent required by State and Federal law, including Utah Code Annotated provisions regarding "Governmental Employees in Military Service" set forth at Utah Code Ann. § 39-3-1, et seq., as amended.

**4.170. Jury Duty Leave.**

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

**4.180. Injury Leave (Worker's Compensation).**

Employees injured during the performance of their job duties are covered by Workers' Compensation Insurance as provided by state law and shall be compensated for such leave in accordance therewith. In order for the employee to continue at a full salary during a disability from an on-the-job injury, worker's compensation payments may be supplemented by accrued sick leave and vacation time. After all leave time is exhausted, the employee must revert to worker's compensation payments within the definition of State Law.

**4.190. Bereavement Leave.**

With approval of the employee's Department Head and the City Manager, employees may be granted up to three (3) days of time off with pay for the death of an immediate family member. For the purposes of this section only, immediate family shall be defined as spouse, partner, significant other, child ([including miscarriage UCA 10-3-1103](#)), stepchild, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or



anyone else living in the same household, and anyone for whom the employee is legal guardian. Exceptions require approval by the City Manager.

**4.200 Exempt Employee Leave**

Exempt employees who are not eligible for overtime/compensatory time are granted 40 hours of personal leave at the beginning of each calendar year to be used within that same year. Any unused personal leave is forfeited. Personal leave cannot be cashed out, transferred to another type of leave, or transferred to another employee.

**4.210. Employee Recognition Program.**

It is the policy of South Weber City to celebrate the success of its employees. Employees are to be appropriately recognized for their years of service, meritorious performance, and supportive attitude in addition to normal salary considerations.

**4.220. Employee Wellness Program**

It is the policy of South Weber City to provide an incentive for employees to maintain a high level of physical and mental wellness in order to improve employee productivity.

Employees will be given incentives to participate in an employee wellness program. The wellness program will include incentives for physical as well as mental wellness. Requests for city sponsorship of recreation teams shall be considered by the respective Department Director and may be partially funded out of department resources. **The Recreation Director shall be responsible for administering the wellness program.**

**4.230. Employee Assistance Program**

South Weber City provides an Employee Assistance Program (EAP) for all full- and part-time employees. An EAP is a confidential counseling and referral service that is designed to help employees and their family members deal with personal or work-related problems. Additional information about the EAP program is available from the Personnel Director.

## CHAPTER 5: BENEFITS

- 5.010. Disclaimer.
- 5.020. Retirement.
- 5.30. Medical, Dental, and Optical.
- 5.31. Life Insurance
- 5.040. Workers Compensation.
- 5.050. Family Activity Center Membership

### 5.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason as permitted by law. For more complete information regarding any of these benefit programs employees may contact the City Manager or the Personnel Director.

### 5.020. Retirement

**(a) Defined Benefit Plan.** The City is a member of the Utah State Retirement System. All benefited full-time employees are required to participate in the Utah State Retirement System (URS), unless otherwise allowed by URS regulations. Participation and administration of the system shall be conducted in accordance with state statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. The City Council may also approve and fund a supplementary retirement plan.

**(b) Defined Contribution Plans.** City employees who are either full-time or part-time and who, at the time of the adoption of this Policy, accrue vacation leave, may participate in the Utah State Retirement System 401(k) and 457 defined contribution plans. Employees working fewer than 80 hours per pay period will be paid a certain percentage based on the hours worked.

**(1) City Contribution – Standard.** The City will contribute funds in the amount of 1.51% of the employee's salary to the 401(k) for all full time and part time employees who, at the time of the adoption of this Policy, accrue vacation leave

**(2) City Contribution – Match.** The City will match 50% of the eligible employee's contribution to a 401(k) plan, up to 1.5% of the employee's salary.

### 5.030. Medical, Dental, and Optical

The City participates in group medical, dental, and optical programs for its eligible employees. Medical and dental coverage is provided to employees and their dependents. Optical coverage is optional. South Weber City does not employ more than 50 ongoing, full-time, and full-time equivalent employees and therefore, is not subject to the shared responsibility requirement (play

or pay) of the Patient Protection and Affordable Care Act (PPACA). South Weber City is not subject to a penalty for any full-time employee if that employee is offered “qualifying coverage” that passes benefits and affordability tests. Coverage offered by the City to eligible employees, is deemed “qualifying coverage” as it meets the benefits and affordability tests that have been required since January 1, 2014.

For purposes of this Policy health care eligibility, and in accordance with the PPACA, a full-time employee is one who is employed to work on average at least 30 hours per week regardless of the internal definition of full-time employment of the hiring entity. There is a Look-Back Measurement Method or a Monthly Measurement Method that can also be used to determine full-time equivalency.

**5.040. Life Insurance.**

The City participates in a group life insurance program. Each benefited employee is provided a term life insurance policy that covers \$40,000.00.

**5.050. Workers Compensation.**

**(a) Participation.** The City participates and contributes to a qualified workers' compensation fund. Employees injured in the course of employment may be eligible for workers' compensation benefits in accordance with the provisions of Title 34A of the Utah Code Annotated, as amended, regarding Workers' Compensation.

**(b) Transitional Work Duties.** In order to assist ill or injured employees in regaining their health and returning to their regular working schedule, the City has a transitional work program.

Transitional duties may be assigned to ease the period from injury through recovery to regular job duties. An evaluation from the treating physician will determine the employee's physical capabilities and serve as a basis for establishing transitional duties.

**5.060. Family Activity Center Membership.**

Full-time employees, as well as elected and appointed officials, receive free family memberships to the Family Activity Center so long as they are employed and in good standing with the City. Part-time employees receive a free individual membership so long as they are employed and in good standing with the City.

## CHAPTER 6: WORKING CONDITIONS

### 6.010. Work Hours.

### 6.020. Americans with Disabilities Act (ADA).

### 6.030. Harassment Policy

### 6.040. Sexual Harassment Policy

### 6.050. Workplace Violence Policy

### 6.010. Work Hours.

**(a) Employee Work Hours.** Employees are required to report promptly and remain at work at their scheduled time, excluding authorized break and meal periods. Late arrivals, early departures, and other unapproved personal absences are not acceptable and shall be subject to disciplinary action. When it is not possible to report to work on time, the employee shall notify his or her Supervisor as soon as possible before the shift begins in accordance with the Leave Procedures set forth in Chapter 4. An employee who is absent from work without notice or authorization shall be subject to disciplinary action up to and including termination and shall not be entitled to compensation for such unexcused absences. An employee who is absent from work without notice or authorization for three (3) or more consecutive days shall be considered terminated, subject to termination procedures set forth herein.

**(b) Time Records.** City employees are required to accurately record their hours worked on forms or digital format provided by the City. Department Director and Supervisors shall not alter any employee reported time records except as necessary to correct errors.

### 6.020. Americans with Disabilities Act (ADA).

**(a) Policy.** It is the policy of South Weber City not to discriminate on the basis of disability. No qualified individual with a disability should by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City, or be subjected to discrimination in employment under any service, program, or activity conducted by the City. Discrimination based on a disability has been held to constitute a violation of the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended, and shall not be tolerated.

**(b) Purpose.** It is the purpose of this Policy to communicate to all applicants, employees, and other interested persons dealing with the City that discrimination on the basis of a disability is prohibited and shall not be tolerated. It is further the intent of this Policy to communicate to persons with disabilities that they have a means to discourage and seek relief from conditions which create barriers for individuals with disabilities or conduct which constitutes discrimination against individuals with disabilities.

**(c) ADA Coordinator.** The City Manager is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this Policy. Any

questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, 1600 East South Weber Drive, South Weber, Utah 84405.

**(d) Scope.** This Policy shall extend to all conduct defined as discriminatory under the Americans with Disabilities Act as applicable to the City. Specifically, the following conduct shall be prohibited:

**(1) Services.** "[N]o qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."<sup>42</sup> U.S.C. § 12132, as amended.

**(2) Employment.** "No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment."<sup>42</sup> U.S.C. § 12112, as amended.

**(e) Procedure.** Whenever a person believes he or she has been discriminated against on the basis of a disability regarding access to or benefit from City services, activities, or programs, or in connection with any employment with the City, the following steps should be taken:

**(1) Complaint.** The aggrieved party should file a written complaint with the ADA Coordinator within ten (10) days of the date the complainant becomes aware of the alleged violation.

**(2) Investigation.** Upon receipt of a complaint, the ADA Coordinator shall immediately notify the Mayor of the complaint and investigate the complaint. Investigation of the complaint may include, but is not limited to, interviewing the complainant, and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint.

**(3) Findings and Conclusions.** The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute to all parties his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

**(f) Retaliation.** Interested persons are entitled to bring good faith complaints hereunder without fear of retaliation. It is unlawful for any person to discriminate against another because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein, and it is further unlawful for any person to coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Any interested person who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this Policy.

**(g) Records.** The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA rules and regulations and any complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City, and any applicable federal regulations.

**(h) Appeal.** Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall investigate the matter and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

**(i) Other Procedures and Remedies.** The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

**6.030. Harassment Policy.**

It is the purpose of South Weber City to maintain a safe and enjoyable work environment free from any form of inappropriate harassment or abusive behavior. South Weber City prohibits all forms of illegal harassment of employees by Supervisors, managers, fellow employees, elected or appointed officials, volunteers, customers, residents, or visitors. The City will not tolerate harassment of its employees. Under Title VII of the Civil Rights Act, any form of discrimination related to an employee's race, color, sex, religion, national origin, age, sexual orientation, disability, marital, or veteran status is a violation of this Policy and will be treated as a disciplinary matter. Sexual Harassment is included among the prohibitions (see section 6.040).

Harassment is inappropriate conduct that undermines the employment relationship that refers to occasional comments that may be considered socially unacceptable. Harassment on the basis of any protected class or characteristic is strictly prohibited under this Policy. Harassment includes verbal or physical conduct that designates or shows hostility or aversion to an individual because of his or her race, color, religion, national origin, age, disability, sexual orientation, marital, or veteran status, or any other characteristic that is protected by law. The conduct includes, but is not limited to:

- a. Epithets, slurs, or negative stereotyping;
- b. Threatening, intimidating, or hostile acts;
- c. Jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail or text message).

Retaliation against any employee who rejects, protests, or complains about harassment is prohibited. A complaint procedure is available to employees to report all types of harassment. If employees feel that they are being harassed by a supervisor, co-worker, elected or appointed official, volunteer, resident, or visitor because of their race, color, sex, religion, national origin, age, disability, sexual orientation, or marital, or veteran status, they should first let the harassing person know of their objections, if feasible. Additionally, the employee shall report the problem, in writing, as outlined below.

If an employee experiences or is witness to harassment in the workplace, he/she shall report it immediately in writing to his/her direct Supervisor. If the target for reporting is the person who is harassing the employee, the employee may approach another manager or Department Director. All allegations of harassment will be quickly investigated. To the extent possible, employee confidentiality and that of any and all witnesses, and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the employee will be informed of the outcome of that investigation and will be provided the opportunity to discuss the outcome with the City Manager.

If circumstances warrant, the City Manager may appoint a two-person investigative team to investigate complaints of harassment, submitted in writing. If a two-person team is not appointed, the investigation may be handled by the accused person's manager or Department Director. Complaints of sexual harassment will be investigated pursuant to the Sexual Harassment Policy.

The investigation may also include a thorough review of files and other tangible evidence. The investigators will make every reasonable attempt to resolve any questions of credibility between the complaining and the accused employees rationally and objectively.

Information obtained during the course of an investigation of harassment will be maintained in confidence as much as is feasible. It will be released only to individuals who have a need to know it, e.g., individuals who will enable the City to investigate the charges thoroughly and appropriate Supervisors and managers.

Individuals who make false statements during the course of a harassment investigation may be subject to discipline which may include termination. All employees are expected to cooperate fully with such investigations. Failure to cooperate fully may lead to discipline which may include termination. Where investigations confirm the allegations, the perpetrator's department will take appropriate corrective and/or disciplinary action.

Bullying is a form of harassment which is also prohibited. Bullying can be physical (hitting, pushing, shoving, and "getting in the face of"), verbal (making fun of, maliciously teasing, threatening, coercing, calling derogatory names) or relational (spreading rumors, ostracizing). Bullying is prohibited regardless of whether or not it is used to target a person of a protected class.

Retaliation for making a harassment complaint is another form of harassment. Retaliation against any employee who rejects, protests, or complains about any type of harassment is prohibited. Retaliation is conduct that would tend to discourage others from making a complaint against harassment or is intended to punish a person who made a complaint and includes such behavior as ostracizing or being continually rude towards a person who has complained, denying privileges granted to others, or taking adverse employment action because an employee made a complaint. Retaliation is prohibited regardless of whether or not the original complaint made by the victim or alleged victim of retaliation had any merit.

#### **6.040. Sexual Harassment Policy.**

**(a) Policy.** It is the policy of South Weber City to provide its employees with a work environment free from sexual harassment. Sexual harassment is unacceptable and is prohibited. Sexual

harassment shall not be tolerated nor condoned by the City under any circumstances. This zero-tolerance Policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

**(b) Purpose.** It is the purpose of this Policy to communicate to all employees of the City and all persons conducting business with or served by the City that sexual harassment is prohibited. It is also the intent of this Policy to inform and communicate to employees experiencing or witnessing sexual harassment that they have a means to discourage and report offensive or inappropriate conduct and that such reports will be immediately investigated, and appropriate action will be taken

**(c) Notice.** All employees of the City shall be responsible for knowing the provisions of this Policy regarding sexual harassment. The City Manager shall be responsible for informing employees of any amendments to this Policy. Any violation of this Policy by City employees shall result in disciplinary action up to and including termination.

**(d) Definitions.** As used herein, the following words shall have the meaning described below:

**(1) "Retaliation"** means a retaliatory action taken against any person complaining of or reporting sexual harassment or any person involved or cooperating in an investigation of sexual harassment or a retaliatory action taken against any other person or property as a result of a sexual harassment complaint and/or investigation.

**(2) "Sexual Harassment"** means unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**(e) Prohibited Conduct.** Sexual harassment of any nature is prohibited under this Policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes sexual harassment under this Policy includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

**(1) Sex Role Stereotyping.** This conduct consists of assignment of nonjob-related duties, functions, or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's position with the City.

**(2) Targeted Gender Harassment.** This conduct includes intentional behavior that is directed at a specific gender. Examples of this kind of prohibited conduct include sexual comments and jokes as well as suggestions or gestures about gender or sexuality.

**(3) Targeted Individual Harassment.** This conduct consists of intentional behavior that is targeted at an individual or a specific group which causes serious negative physical or



psychological effects to the victim and adversely affects productivity and morale. This prohibited conduct includes negative or offensive sexual comments, jokes or gestures directed to or relating to an individual's gender or sexuality, or unwelcome physical conduct of a non-criminal nature.

**(4) Criminal Sexual Harassment.** This conduct includes behavior which violates state or federal law. Prohibited conduct includes forcible sexual abuse, intentional intimate touching of another (such as buttocks or genitals of another or the breasts of a female) and taking indecent liberties with another individual.

**(f) Employee Responsibility.** Employees shall promptly report any sexually harassing conduct they experience, learn of, or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

**(g) Complaint Procedures.** Whenever an employee believes he or she has experienced, learned of, or witnessed any type of sexual harassment, the employee shall report the matter utilizing the following procedures.

**(1) Complaint.** An employee may report and/or complain of any alleged sexual harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's Supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her Supervisor, the employee may verbally notify or file a written complaint with the employee's Department Head or the City Manager. If the Department Head or the City Manager is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her Department Head or the City Manager, the employee may verbally notify or file a written complaint with the Personnel Director or the Mayor.

**(2) Notice.** Except as otherwise provided herein, any Supervisor, Department Head, Personnel Director, or the Mayor receiving notice of an alleged incident of sexual harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the Supervisor, Department Head, or Personnel Director of the report or complaint.

**(3) Investigation.** It is an express policy of the City that all complaints of sexual harassment will be investigated. Except as otherwise provided herein, the City Manager, or his or her designee, shall promptly and thoroughly investigate any such complaint of sexual harassment. The investigation shall be undertaken without bias or premature judgment. The investigation may include interviews with the complaining employee, the subject of the complaint, co-workers, and former employees who may have knowledge of the situation. In the event the City Manager is implicated in any sexual harassment complaint, the Mayor shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (4) and (5) to the City Manager shall be read to refer to the Mayor. The City may also hire a third-party

investigator to conduct any investigation of alleged sexual harassment. All investigations shall include, at a minimum, providing a copy of this Policy to the complainant and the accused; informing the parties of the law regarding sexual harassment and the provisions of this Policy; and reviewing the complaint with the complainant and the accused.

**(4) Decision.** Upon completion and review of the investigation, the City Manager shall determine whether there has been a violation of this Policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third-party investigator has been hired to investigate the matter, the City Manager shall review the conclusions of the investigation and decide the matter as provided herein. Written notice of the decision, including any appropriate findings and conclusions, shall be prepared, and distributed to the parties within a reasonable time from receipt of the complaint.

**(5) Determine Remedy.** If a violation of this Policy is found, the City Manager shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The City Manager shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

- i. the relationship of the parties;
- ii. the nature of the offense;
- iii. the number of complainants; and
- iv. the number of occurrences.

**(6) File Records.** If the accused is found to have violated this Policy, all records concerning the complaint, investigation, findings, and discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this Policy, no records concerning the incident shall be maintained with his or her personnel records.

**(h) Confidentiality.** All complaints and investigations of sexual harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

**(i) Retaliation.** Employees are entitled to bring good faith complaints regarding alleged sexual harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of sexual harassment is a separate violation of this Policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of sexual harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this Policy.

**(j) Misuse of Policy.** Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action taken against the accuser.

**(k) Other Procedures and Remedies.** The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving sexual harassment and shall be exhausted prior to pursuing other available remedies.

#### **6.050. Workplace Violence Policy**

For purposes of this Policy, workplace violence is defined as a single behavior or series of behaviors which constitute actual or potential assault, battery, harassment, intimidation, threats, or similar actions, attempted destruction, or threats to South Weber City or personal property; which occur in a South Weber City workplace, while using company resources, at a company work location, or while an individual is engaged in company business.

South Weber City strictly prohibits use of violence or threats of violence in the workplace and views such actions very seriously. The possession of weapons in the workplace, threats, threatening or menacing behavior, stalking, or acts of violence against employees, visitors, guests, or other individuals by anyone on South Weber City property will not be tolerated. Violations of this Policy will lead to disciplinary action up to and including termination of employment and the involvement of appropriate law enforcement authorities as needed.

In the unfortunate event that a credible threat of violence arises, established protocols and awareness can help address the issues promptly.

1. Establish and disseminate an anti-violence policy. Creating awareness of procedures to follow in the event of actual violence or the threat of violence is critical. An employer's personnel manual should include a policy that, at a minimum, prohibits violence and threats in the workplace (including those made in jest) and requires employees to report all related incidents. Of course, in a crisis situation, employees likely will not have time to consult the manual. However, implementing a policy and reviewing it with employees at least annually can help keep protocols top of mind and enable employees to stay calm in the face of a threat or actual violence.
2. Assess the threat. In the event an employee threatens violence, an employer should first assess the seriousness of the threat in order to determine an appropriate course of action. What were the circumstances? Does the employee have a history of erratic behavior? What was the tone of the threat? How specific was it? For example, there may be a significant difference between an employee's off-hand remark(s); and a specific threat emailed to a coworker ("Jane turned me down for the last time. I have my brother-in-law's gun, and I'll be waiting for her when she comes to work on Monday.") An employer should weigh all facts in order to assess the seriousness of the threat. If time permits, consider involving an outside investigator.
3. An employer's actions may include changing locks and access codes, securing doors that ordinarily are left open, alerting key employees to the threat, reviewing

safety protocols with all employees, and notifying the Davis County Sherriff's Office. If the threat involves imminent harm, an employer should immediately contact law enforcement authorities, lock down facilities, and consult with legal counsel.

Focus on maintaining peace in the workplace. Employers can protect the safety of their employees and reduce the likelihood of workplace violence by following a few simple guidelines:

- Proactively create and maintain a positive work environment;
- Treat terminated employees with courtesy and respect, including providing on-site outplacement support to help diffuse emotions and refocus those affected.

**(A) Action to be Taken.**

Any employee or other individual who makes substantial threats, exhibits threatening behavior, or engages in violent acts on South Weber City premises shall be removed from the property as quickly as safety permits, and may be asked to remain away from South Weber City premises pending the outcome of an investigation into the incident. People who commit these acts outside the workplace, but which impact the workplace are also violating this Policy and will be **handled** appropriately. South Weber City reserves the right to respond to any actual or perceived acts of violence in a manner the City see fit according to the particular facts and circumstances.

When threatening behavior is exhibited or acts of violence are committed, South Weber City will initiate an appropriate response.

This response may include, but is not limited to, evaluation by external professionals, suspension and/or termination of any business relationship, reassignment of job duties, suspension, or termination of employment, and/or criminal prosecution of the person/persons involved. Threats to fellow employees or citizens of South Weber City of using firearms, knives, explosives, or other lethal means will be met with zero tolerance and will end in immediate suspension and/or termination.

No existing South Weber City policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

**(B) Reporting Procedure.**

South Weber City's personnel are responsible for notifying the designated management representative of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a company-controlled site or is connected to company employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the

designated representative is not available, employees should report the threat to their supervisor or another member of the management team.

South Weber City understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). Consistent with the values of South Weber City, people should act in ways that maintain respect and dignity for individuals while acting in an accountable and swift manner to address the situation.

**(C) Protective or Restraining Orders.**

All individuals who apply for and obtain a protective or restraining order which lists company locations as being protected areas, must provide to the City Manager, the Department Director, and the Personnel Director a copy of the petition and order.

*Suggested Procedures for Safety and Protection of Employees Experiencing Threats of Violence*

- Encourage the employee to save any threatening e-mail or voice-mail messages. These can potentially be used for future legal action or can serve as evidence that an existing restraining order was violated.
- The employee should obtain a restraining order that includes the workplace and keep a copy on hand at all times. The employee may consider providing a copy to the police, his/her supervisor, or appropriate individuals/departments within the South Weber City administration.
- The employee/employer should provide a picture of the perpetrator to reception areas.
- The employee should identify an emergency contact person should the employer be unable to contact the victim.
- If an absence is deemed appropriate, the employee should be clear about the plan to return to work. While absent, the employee should maintain contact with his or her supervisor.
- Work with local law enforcement personnel and encourage employees to do so regarding situations outside the workplace.
- We're not an Air Force Base! Limit information about employees disclosed by phone. Information that would help locate a victim or indicates a time of return should not be provided.

## CHAPTER 7: CONDUCT

- 7.010. Personal Appearance.
- 7.020. Public Relations.
- 7.030. Working Relations.
- 7.040. Employee Ethics.
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- 7.180. City Hotline
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- 7.210. Flag Display Policy

### 7.010. Personal Appearance.

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance and grooming and to dress in a conservative and appropriate manner. Clothing must be clean and in good repair at all times. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the Department Head.

### 7.020. Public Relations.

Employees are expected to be courteous, cooperative, diplomatic, and discrete in dealing with the public (face to face, telephone conversations, and written correspondence). Employees shall treat all citizens equally and with professionalism and avoid making cultural, ethnic, racist, or sexist slurs. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate Supervisor.

### 7.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner, and exhibit good listening skills. Employees shall be courteous and cooperative with those they work with, consistently treat others equally and with professionalism and avoid cultural, ethnic, racist, and sexist slurs.

**7.040. Employee Ethics.**

It is the policy of South Weber City to reaffirm that there be no conflicts of interest with City employees and that no employee improperly benefits from holding a position with the City. All employees are required to adhere to legal, moral, and professional standards of conduct in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust, and confidence of the public. Employees, elected and appointed officials, and contracted employees shall adhere to the provisions of the *Municipal Officers' and Employees' Ethics Act*, as set forth in **Utah Code Ann. § 10-3-1301**, et seq., as amended. The appropriate disclosure statement shall be filed annually with the City in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their Department Head or the City Manager when such questions arise.

**(A) Prohibited Conduct**

No current employee or officer, as specified, shall:

**1. Conflict of Interest**

**See South Weber City Code Ord:2022-05**

**2. Improper Use of Official Position.**

- a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the employee, rather than primarily for the benefit of South Weber City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
- b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any city funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
- c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the city; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
- d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

**3. Accept Gifts or Loans.**

- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:

- i. Unsolicited flowers, plants, and floral arrangements;
- ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
- iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- iv. Unsolicited food items given to a department when the contents are shared among employees;
- v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
- vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
- vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
- viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
- ix. Travel costs, lodging, and tuition costs associated with city sanctioned training or education when not provided by a private entity under contract with the city;
- x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
- xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
- xii. Campaign contributions; and
- xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

**4. Disclose Privileged Information.**

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

**5. Financial or Beneficial Interest in Transactions.**



Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of South Weber City. This includes receiving compensation, gratuity, or other benefit from an interested party of an agreement or contract with South Weber City.

**6. Nepotism.**

- a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

**7. Misuse of Public Resources or Property.**

- a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

**8. Outside Employment.**

- a. Retain secondary employment outside of city employment, which, as determined by the City Council and according to Utah Administrative Code R477-9-2:
  - i. Interferes with an employee's performance.
  - ii. Conflicts with the interests of South Weber City or the State of Utah.
  - iii. Gives reason for criticism or suspicion of conflicting interests or duties.

**9. Political Activity.**

- a. Except as otherwise provided by law:
  - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with South Weber City may not provide a basis for denying employment to the applicant.
  - ii. A city officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
  - iii. A city employee may not engage in political campaigning or solicit political contributions during hours of employment.
  - iv. A city officer or employee may not use city equipment while engaged in campaigning or other political activity.
  - v. A city officer or employee may not directly or indirectly coerce, command, or advise another city officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
  - vi. A city officer or employee may not attempt to make another officer's or employee's employment status dependent on the officer's or employee's

support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

- b. A city employee who has filed a declaration of candidacy may:
  - i. be given a leave of absence for the period between the primary election and the general election; and
  - ii. Use any vacation or other leave available to engage in campaign activities.
- c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- d. Nothing in this chapter shall be construed to:
  - i. prohibit a city officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
  - ii. Permit a city officer or employee partisan political activity that is prohibited under federal law.
- e. No city officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any South Weber City property.
- f. No city officer or employee shall promise any appointment to any position with South Weber City as a reward for any political activity.
- g. A city employee who is elected to an office with South Weber City shall terminate city employment prior to being sworn into the elected office.

**10. Fair and Equal Treatment.**

- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
- b. No city officer or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

**11. Prohibited Conduct After Leaving South Weber City:**

- a. After leaving city office or employment no former employee shall for the period determined by state law:
  - i. Disclose or use any privileged or proprietary information gained by reason of his/her city employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;

- ii. Assist any person in proceedings involving an agency of South Weber City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated, or acted in the course of duty;
- iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a city employee;
- iv. Participate as a competitor in any competitive selection process for a city contract in which he or she assisted the city in determining the project or work to be done or the process to be used.

**12. Ethical Behavioral Pledge**

- a. All city employees and city council members are required to annual sign an Ethical Behavioral Pledge. See Exhibit A & B.

**7.050. Honesty.**

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

**7.060. Confidentiality.**

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

**7.070. Outside Employment.**

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to engage in outside employment must submit a request, in writing, to his or her Department Director. The Department Director may conditionally approve such outside employment unless it is deemed to be of an ongoing nature, in which case the City Manager's approval shall be required with the advice and consent of the Department Director. Outside employment may be approved or denied as deemed to be in the best interest of the City in consideration of the following:

- (a) Whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;
- (b) Whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;
- (c) Whether the outside employment is consistent and appropriate with the employee's position held with the City;

(d) Whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

Any request for outside employment shall be retained with the employee's personnel records. Unless otherwise prohibited by law, the City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without proper approval required herein may be subject to discipline. City employees may not use City equipment in connection with outside employment nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

**7.080. Personal or Outside Activities.**

Employees should not perform personal business during working hours. Except as otherwise provided herein or authorized by the Department Director or the City Manager, no personal use of City offices, facilities, supplies, or equipment shall be permitted. Use of City vehicles shall be conducted in accordance with Section 7.080. Use of City telephones for personal calls should be kept to a minimum. If authorized in advance, employees shall reimburse the City for any permitted personal use of City equipment, property, or services such as postage, copies, long-distance or cellular telephone calls, printing, etc.

**7.090. Electronic Communications**

**(a) Policy**

It is the policy of South Weber City to establish basic guidelines concerning the appropriate use of email, voice mail, text messaging, internet technology, the City's Wi-Fi network connection, and other electronic communication systems owned and provided by the City. All communications over and activities conducted on these systems are the property of the City. The City has provided these systems to its employees and public officials for the purpose of performing professional responsibilities and duties. Because email is a primary way the City communicates important information, employees, appointed, and elected officials are encouraged to check for new email messages at least once a week.

Email related to City business is recognized as official correspondence. Whether printed or not, it is subject to the same policies, rules, and procedures, and must be treated in the same manner as any City correspondence sent or received in printed format.

Employees, appointed, and elected officials shall print and file with the appropriate file any and all emails containing substantive information related to City business. Deletion of emails containing substantive information without first printing said emails shall be prohibited. Employees found deleting such records may be subject to disciplinary action in accordance with Chapter 11 of this Policy.

Elected Officials are prohibited from using a personal email account from an outside email provider to conduct City business as it can be difficult to maintain appropriate records.

**Purpose**

To encourage the proper use of voice mail, email, internet, Wi-Fi, or other communication systems provided by the City.

**Guidelines for Email, Voice Mail, Internet, Wi-Fi, and other Electronic Communications**

1. The City encourages the appropriate use of all methods of communicating both internally and externally in conducting the affairs of the City. This includes the use of email, text messaging, voice mail, internet, Wi-Fi, and other electronic communication systems for both City related and personal purposes, but only in accordance with the guidelines in sections 2-5. Employees, appointed, and elected officials have no expectation of privacy when using any equipment or system provided by the City, are required to follow specific rules and procedures when utilizing these technologies for City business, and/or when using City resources. The City reserves the right to inspect the contents of any computer, telephone, cell phone, or any other equipment that is owned by the City. The City also reserves the right to inspect any web page history, email, voice mail, text message, instant message, downloaded image, or other electronic file residing on the City server as a result of use of any of the above-described items or as a result of the use of the City's internet with personally owned devices (Personal Digital Assistant (PDA), Tablets, Cell Phones). Any such inspection may occur at any time and for any reason. Personnel in Supervisory positions should be particularly aware of situations that may warrant monitoring such as:
  - a. Suspicion of a crime or violation of policy
  - b. To monitor productivity

The use of passwords is to prevent unauthorized access by other employees, elected officials, and the public and should not be construed as creating an expectation of privacy by the employee or elected official who uses the password.

2. The City encourages work-related and personal use of City email, voice mail, internet, and Wi-Fi systems for the following purposes:
  - a. To facilitate performance of job functions;
  - b. To facilitate the communication of information, both internally and externally, in a timely manner;
  - c. To coordinate meetings of individuals, locations, and City resources.
  - d. To share ideas and information;
  - e. For personal use during an employee's time off (provided the provision in section 3 (related to prohibited uses) and section 4 (relating to personal use) are followed); and
  - f. To encourage employee's and elected official's innovation.

3. Prohibited uses of City email, voice mail, internet, Wi-Fi, and any other electronic communication systems include, but are not limited to the following:
  - a. Sending, viewing, downloading, or storing pornographic or obscene images or information on City computers, cell phones, or other City equipment. It is also a violation of the City policy to send, view, or download pornographic or obscene images or information using the City's internet or Wi-Fi systems using any personally owned electronic device (Personal Digital Assistant (PDA), Tablets, Cell Phones) **at any time**. Unsolicited pornography or obscene images are to be reported to the City Manager or the Information Technology Personnel.
  - b. Sending, viewing, or downloading any other offensive, discriminatory, disparaging, or harassing graphical images or information.
  - c. Using any form of electronic communication in a manner that violates the City's sexual harassment policy
  - d. Sending obscene or suggestive images.
  - e. Political endorsements.
  - f. Commercial or business activities not related to the City.
  - g. Personal use of the internet other than brief incidental use.
  - h. Internet usage during official meetings, unless searching for information directly related to the current discussion.
  - i. Threats of harassment.
  - j. Slander or defamation.
  - k. Other illegal activities or activities prohibited by City policy.
4. Employees using City email, internet, Wi-Fi, or other related systems for personal use will be responsible for reimbursing the City for any direct expenses incurred from that use, such as the costs of printing or long-distance calls.
5. Although commercial or business activities not related to the City are prohibited on City email, internet, Wi-Fi systems, South Weber City does allow employees to sell limited personal items using the internal e-mail system. Selling for non-City employees is prohibited.
6. Employees and elected officials are cautioned to not send e-mail to every employee listed in the e-mail system that is indicative of a person's personal beliefs or of a religious nature.
7. Email, instant messaging, texts, voice mail, and other electronic communications can be used in court proceedings as evidence. Employees and elected officials are to be professional in their use of electronic communications systems.
8. Violations of this Policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.
9. Violations of this Policy that may be construed to be of a harassing nature or that may create a hostile work environment will be treated as a violation of the City's harassment policies.

Employees and elected officials shall keep personal email and other electronic correspondence utilizing city resources to a minimum.

The contracted Information Management Team is responsible and accountable for ensuring employees and appointed and elected officials are able to communicate using the appropriate technologies in an effective, secure method by deploying the appropriate safeguards in the appropriate way.

**Electronic Communications under GRAMA**

The following devices and/or technology used to conduct City business may be subject to examination for matters related to personnel matters, litigation disclosures, forensic analysis, and information requests under the Government Records Access Management Act (GRAMA):

- a. Computers, tablets, cell phones, and Personal Digital Assistants (PDAs) owned by the City;
- b. Servers and other networks and devices owned by a third party (i.e., email servers, web servers);

**Standards of Conduct**

Employees and elected officials are reminded of the requirement to conduct themselves appropriately in all City correspondences as outlined in this Policy. Employees, appointed, and elected officials are required to be respectful of individuals and groups in their communications related to City business. Use of profane, vulgar, inflammatory, disrespectful, or derogatory language is unprofessional and is not appropriate in any City correspondence.

**Records Retention Roles and Responsibilities**

All electronic communication, including instant messages and text messages, are governmental records and are subject to the same statutes, ordinances, policies, and procedures as their printed counterparts. Employees, appointed, and elected officials are required to appropriately manage the retention and disposition of electronic communications records for which they are responsible. Records deleted or altered which are required to be retained must be restored. Questions regarding record retention should be directed to the City Recorder.

**Role Definition of the:**

**Sender.** Employees, appointed, and elected officials that originate a message and send it to another person or persons are the senders of the communication. The sender has the primary responsibility for ensuring messages related to City business are consistent with the City's position on the specific topic, are appropriately managed, and comply with the applicable policies and procedures for the specific type of communication.

**Recipient.** Employees, appointed, and elected officials to whom a message is sent are the receivers regardless of whether he/she is the primary recipient of the message or were "cc'd or Bcc'd." The receiver has the responsibility to ensure messages related to City business not originating from a City system, such as from a member of the public, are appropriately managed and comply with the applicable policies and procedures for the specific type of message.

**Creator.** Employees, appointed, or elected officials generating new information or content related to City business for a web page or social media site are creators of content. Creators of content related to City business posted on a web page or other social media outlet are responsible to ensure that the information is consistent with the City's position on the specific topic and that content is appropriately managed.

**Participants.** Employees, appointed, and elected officials that enter information or comments related to City business in response to content or entries posted on social media outlets are participants. These employees, appointed, and elected officials are responsible for ensuring the information or comments related to City business are consistent with the City's position on the specific topic.

**Open Meeting Laws.** Elected and appointed officials shall comply with all open meeting laws under UCA Title 52, Chapter 4 and shall refrain from creating situations that violate such law.

Because email is a primary way the City communicates important information, employees, appointed, and elected officials are encouraged to check for new email messages at least once a week.

Email related to City business is recognized as official correspondence. Whether printed or not, it is subject to the same policies, rules, and procedures, and must be treated in the same manner as any City correspondence sent or received in printed format.

Employees, appointed, and elected officials shall archive with the appropriate format any and all emails containing substantive information related to City business. Deletion of emails containing substantive information without first printing said emails shall be prohibited. Employees found deleting such records may be subject to disciplinary action in accordance with Chapter 11 of this Policy.

Elected Officials are discouraged from using a personal email account from an outside email provider to conduct City business as it can be difficult to maintain appropriate records. However, if the elected official chooses to use a personal email account to conduct City business, then it is subject to the policy and procedures outlined above and examination for matters related to personnel matters, litigation disclosures, forensic analysis, and information requests under the Government Records Access Management Act (GRAMA) as outlined in section C. "Privacy" above.

**Social Media.**

Social media refers to technologies and services designed by third parties to establish virtual communities of members with a common focus of interest. These are effective tools for communicating with the public where appropriate.

Employees, appointed, and elected officials have no expectation of privacy when using any equipment or system owned by the City, and are required to follow specific rules and procedures when utilizing these technologies for City business and/or when using City



resources. The City reserves the right to inspect the contents of any computer, telephone, cell phone, or any other equipment that it provides to an employee. The City also reserves the right to inspect any web page history, email, voice mail, text message, instant message, downloaded image, or other electronic file residing on the City server as a result of use of any of the above-described items or as a result of the use of the City's internet or Wi-Fi network connection systems with personally owned devices (Personal Digital Assistant (PDA), Tablets, Cell Phones). Any such inspection may occur at any time and for any reason. Personnel in Supervisory positions should be particularly aware of situations that may warrant monitoring such as:

- c. Suspicion of a crime or violation of policy
- d. To monitor productivity

Elected and appointed officials shall not communicate with each other about public business through social media and should avoid online relationships that could create the appearance of a conflict of interest.

Social Media shall be used and viewed as a second outlet to provide information to the public and shall, whenever possible, route people back to the city's official website. Unless otherwise specified, social media shall be considered transitory in nature and shall not be subject to record retention.

**(1) Twitter.** The City shall actively use Twitter to alert residents of upcoming events, provide information, etc.

**(2) City Website.** The City shall actively maintain a website to provide the public with information of upcoming events, forms, code information, etc. An official electronic version of the site shall be retained by the website host for 30 days. Comments received and responded to from the website (sent via separate email), shall follow the email policy and procedures outlined above.

**(3) Facebook.** The City's Facebook page(s) shall be created in accordance with current Facebook policies. Whenever possible it shall be used to redirect the public to the city's official website for more information.

**(a) Site Administrator(s).** The City Manager shall direct one person and one alternate person to act as the Facebook site administrator(s). This person will be responsible for posting content, responding to comments/requests (where applicable) and overall monitoring of the site.

**(b) Disclaimer Statement.** The City Attorney has prepared the following disclaimer statement to be linked to any City Facebook page:

"Welcome to the official Facebook® fan page of South Weber City, where you will find recent news stories, information, and notices regarding happenings here in South Weber. All fans of our page must comply with both Facebook® Terms of Use as well as those policies and limitations set forth herein. South Weber City reserves the right to edit or remove content that violates Facebook® Terms of Use or is deemed

inappropriate by South Weber City. While South Weber City has the sole right to edit or remove content, it does not have the responsibility to do so. Content which violates Facebook® terms and/or which may be inappropriate for the site, includes but is not limited to one or more of the following: • graphic, obscene, explicit, or racial comments or submissions, including comments that are abusive, hateful, or intended to defame anyone or any organization. • Personal attacks on South Weber City employees or other users of this page. • Solicitations or advertisements, including promotion or endorsement of any financial, commercial, or non-governmental agency, as well as attempts to defame or defraud any financial, commercial, or nongovernmental agency. • Comments that suggest or encourage illegal activity. • The appearance of external links on this site does not constitute endorsement, either officially or unofficially, on behalf of South Weber City. By your participation, you agree that you are participating on this page at your own risk, and by participating you agree further that you are taking personal responsibility for your comments, your username, and any information provided, including posting of personally identifiable information (e.g., phone numbers, email addresses, etc.). In addition, you agree to indemnify and defend South Weber City and its officers and employees from any claims or damages resulting from your interaction with this site. You further agree to hold South Weber City harmless from any claims or damages you may suffer resulting from your participation and/or interaction with this site. We do not allow advertisements or the offering to sell any goods or services, or conduct or forward surveys, contests, or chain letters. We do not allow downloading of any file posted by another user of or from a forum that you know, or reasonably should know, cannot be legally distributed in such manner. You are not allowed to upload or attach files that you know or should know contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer. You are not allowed to delete any author contributions, legal notices, or proprietary designations or labels in any file that is uploaded. South Weber City strongly encourages parents and guardians to supervise their children's use of this page. User generated content, including video, photos, wall posts, and comments, does not reflect the opinion or policies of South Weber City, its officers, employees, contractors, or affiliates. South Weber City (a) does not represent or warrant the accuracy of any statement made herein, (b) is not responsible for any User Content on this site, and (c) does not endorse any opinions expressed on this fan page. Finally, please keep in mind that this site is run by people, just like you. We are doing our best to keep the site interesting and informative and always appreciate your constructive criticism, but please be respectful. “

**(4) Prohibited Use.** Personal use of social media shall not be used during official meetings or during work hours. Personal social media accounts shall not be used as a forum for city business.

**(5) Prohibited Content.** Prohibited content includes political activities, harassing or offensive language or images, endorsements of any product, service or private organization, and commercial and fund-raising activities, except those sponsored or sanctioned by the City.

**(6) Employee Personal Use of Social Media Accounts.** Because personal communications of employees may reflect on the City, personal social media accounts shall not be used as a forum for City business, especially if employees are commenting on City business, Supervisors, or City policies, and because information posted by employees on social media sites or the internet may be spread to large audiences without the employees' knowledge or permission, the City has an interest in regulating employees personal use of social media. Employees who are known as such may be seen by citizens as representatives of the City and such employees' activities on social media networks may reflect upon the City. Employees and elected and appointed officials are expected to maintain an online image that is consistent with the City's goals and objectives.

Nothing herein shall be construed to prevent an employee from speaking out on matters of public concern provided that the employee's interest in making the communication outweighs the City's interest as an employer in preventing the communication. Examples of situations where the City's interest in preventing an employee communication may outweigh the employee's interest in making the communication include, but are not limited to, situations where the speech could:

- 1) Impair discipline by superiors or harmony among co-workers,
- 2) Have a detrimental impact on close working relationships for which personal loyalty and confidence are necessary,
- 3) Impede the performance of the speaker's duties,
- 4) Interfere with the regular operation of City business, or
- 5) Undermine public confidence in the City where public confidence is important to the successful accomplishment of the City's mission.

Therefore, with respect to the personal use if social media, all employees shall:

- I. Comply with privacy protection laws, e.g., GRAMA, HIPPA, and protect sensitive and confidential information.
- II. Not use the City logo or trademarks on the employee's social media networks unless approved to do so by the City Manager. Employees shall follow all copyright laws.
- III. Not make any disparaging comments about the workplace, City policies, Supervisors, co-workers, elected officials, citizens, customers, or other persons associated with the City.
- IV. Not use personal social media channels for internal business communications or disagreements among fellow employees. It is fine for employees to disagree, but employees should not use external blogs or other online social media channels to air their differences publicly.
- V. Not discuss or comment on City business or information that has not yet been made public such as unannounced strategies or projects, potential property acquisitions or divestitures, legal or regulatory matters affecting the City, and other similar subjects that could negatively affect the City. If an employee is uncertain about the sensitivity of a particular subject, the employee should seek

advice from the employee's manager or the City's legal department before talking about it or simply refrain from the conversation.

- VI. Refrain from sharing anything via social media channels that violates the right to privacy of an employee, customer, or other person with whom the City does business. Examples of social media disclosures that may compromise the right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of any single person featured, or the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion. A violation of the right to privacy under this section shall be enforced on a complaint basis. An employee who receives a complaint or a request to remove a picture, video or audio featuring another person, shall promptly remove such content. An employee shall not be subject to discipline under this section unless the employee fails to promptly remove such content or unless the employee acted maliciously in the posting of content featuring another person.
- VII. Not post any information to any blog, social networking site, or other public internet site, that would discredit or disparage the City.

Any employee who identifies himself/herself as a City employee on a social media site either directly (by stating occupation or place of employment) or indirectly (by posting a photo of the employee in a City uniform or in clothing with a City logo), or whose affiliation with the City is known or can readily be inferred shall with regard to their activities on social media:

- a. Not use ethnic slurs, profanity, or statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, religion, or any protected class of individuals.
- b. Not post any material or engage in any speech containing obscene or sexually explicit language, images, or acts.

**(7) Emergency Use.** If social media is used during an emergency, it shall be considered a record and shall be maintained as such.

**(h) Text Messages / SMS.** Employees and appointed and elected officials may use text messaging technologies where informal communication is appropriate in the conduct of City business. Text messaging shall be treated in the same manner as a phone conversation. No record of correspondence is retained once the text message has been deleted from the sending or receiving device.

Employees and appointed and elected officials are responsible for capturing information contained in a text message where that message is pertinent to City business and where, in their best judgment, the information should be retained. Text messages retained on the sending or receiving device may be reviewed as part of investigations into work related misconduct including but not limited to personnel matters, litigation disclosure, and forensic analysis,

whether or not legal action may be required to obtain those records not contained on City owned devices.

#### 7.100. Information to the Public

It is the policy of South Weber City that City departments and other government agencies may submit information about events, programs, policies, and other items to be disseminated to the public to increase community awareness.

1. All information for the Community Newsletter, updates, utility bills, special flyers, and employee newsletters must be approved by the City Manager.
  - a. Information for the above-listed items must be submitted according to deadlines established by the City Manager.
  - b. Information for the above-listed items must meet a City purpose. No private information will be accepted.
  - c. Information for the above-listed items should be submitted through electronic format whenever possible.
  - d. Information submitted for the above-listed items is subject to editing and redesign.
2. Non-City flyers, advertisements, and/or notices will not be accepted in the Community Newsletter, utility bills, etc. unless otherwise authorized by the City Manager.

#### 7.110. Use of City Vehicles.

**(a) Purpose.** The purpose of this Section is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Policy. Employees failing to operate City vehicles in compliance with this Policy shall be subject to disciplinary action.

**(b) Official City Business.** Except as provided in Subsection (k), the use of City vehicles by employees shall be limited to official City business, provided that reasonable incidental stops may be made while in route of City business or during break or lunch periods. City vehicles are not to be taken outside of the City limits without Supervisor approval. Any questionable situations should be cleared with the City Manager or his designee.

**(c) Use Agreement and Driver's License Verification.** Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle and shall carry a valid Utah Driver's License corresponding to the type of vehicle being operated. The City shall have the right to review the driving records of all employees before hire and annually in order to identify unsafe or uninsurable drivers. City employees required to operate City vehicles as a function of their jobs, who are found to have poor driving records, may be subject to disciplinary action up to and including termination. Any employee having his or her Driver's License suspended or revoked shall immediately report such suspension or revocation to the Department Head.

**(d) Authorized Passengers.** Non-City persons may only ride in City vehicles in connection with official City business and when accompanied by a City employee. No other persons such as

family or friends of employees or strangers are permitted to ride in City vehicles unless otherwise authorized by the City Manager.

**(e) Parking and Operation.** All employees using City vehicles shall operate the vehicles in a safe manner and in accordance with all state and local traffic regulations, including, but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations.

**(f) Secured Loads.** Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

**(g) Vehicle Maintenance.** Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their Supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect, or failure involving a City vehicle shall be reported immediately to their Supervisor. No Supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment.

**(h) Vehicle Abuse.** Any employee abusing a City vehicle shall be subject to disciplinary action. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

**(i) Accidents.** Employees shall not admit fault to an accident. Employees shall immediately report any accident or damage involving a City vehicle to their Supervisor in accordance with the accident reporting procedures set forth in Chapter 8.

**(j) Take-Home Vehicle Use.**

Employees may, upon specific written direction or approval of the City Manager or Designee, be assigned to take home a City of South Weber ("City") vehicle on a permanent or semi-permanent basis in the event the Employee's position requires on-call status. An employee with a take home vehicle shall follow the following provisions:  
Only City employees, possessing a valid State of Utah driver's license appropriate for the vehicle, are authorized to operate City vehicles.  
Employees shall not operate a City vehicle while under the influence of drugs or alcohol.  
Employees shall not transport any persons other than City employees in a City vehicle, except in the course of official business.  
Employees and authorized passengers are expected to observe all traffic regulations, including seatbelt usage, and all policies and procedures of the City, while operating a take home vehicle.  
All incidents involving City vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to Risk Management immediately.  
Employees with take home vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to the supervisor and/or Risk Management.  
Employees will not operate their vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.  
Employees are expressly prohibited from making any cosmetic or mechanical modifications to any

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City owned vehicle without the approval of the City Manager. South Weber reserves the right to remove any or all modifications that may impair the vehicles safety or usefulness and or cosmetic changes that are not in keeping with City policy.

Take home vehicles may only be used for personal purposes on a "de minimis" basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose or during a commute to or from work.

Unattended take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.

Take home vehicles should be fueled with the City's Fleet fueling card.

Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons only.

Occasions that may prompt the City Manager or Designee to authorize additional employees to take home department vehicles include but are not limited to: preparations made in advance of a severe storm, such as snow, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the City Manager to take home a City vehicle for storm related purposes may be requested in writing through Department Heads in accordance with Department/Division Disaster Plans.

Violations of this policy and procedures may result in disciplinary action and could result in the revocation of take-home vehicle privileges.

~~(j) Employees who are issued a City vehicle shall not be permitted to use the City vehicle for commuting to and from work. All City vehicles shall be parked and locked nightly either at the Public Works building or City Hall.~~

**(k) Private Vehicle Use.** When circumstances require an employee to use his or her private vehicle for City business, the employee shall be paid mileage reimbursement approved by the Department Head in the amount specified in the Internal Revenue Code. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

**(l) Minors.** Employees must be 17 years of age or older to drive a city vehicle on public roads as part of their employment. A 17-year-old employee may drive on public roads only if the following requirements are met:

- (1) Driving is limited to daylight hours.
- (2) The employee has a license valid for the type of vehicle being driven.

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- (3) The employee has successfully completed a state approved driver education course and has no record of moving violation at time of hire.
- (4) The vehicle does not exceed 6000 lbs. GVW.
- (5) All occupants must be in seat belts when vehicle is moving.
- (6) Driving is only occasional and incidental.
- (7) The minor driver may not do the following:
  - (i) Operate any other vehicle besides automobiles and trucks on public roads.
  - (ii) Transport more than three passengers, including fellow employees.
  - (iii) Drive more than 30 miles from the City shop.
  - (iv) Talking on the phone or texting while driving.
  - (v) Use headphones or other devices that can impair hearing.

**Use of Cell Phones and other Mobile Devices.** Employees are prohibited from talking, texting, reading emails, and performing any other activity with a cell phone or any other mobile device while operating City vehicles and mechanical equipment. Employees who need to use a cell phone or other mobile device shall first stop the vehicle or mechanical equipment in a safe location and put the vehicle in park prior to using the device.

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**Safety Belt Policy**

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In order to reduce unnecessary risk to employees and the City, it is the policy of South Weber City that all employees use available safety belts while traveling in City vehicles for or on City business.

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- 1. All occupants of vehicles owned by the City shall use available front and rear safety belts in a proper way as long as the vehicle is in mobile operation.
- 2. A City vehicle should never have more passengers than there are seatbelts.
- 3. Occupants of privately-owned vehicles whether operated at personal or City expense shall abide by the above-stated guideline while on City business.
- 4. Appropriate disciplinary action may be taken for violations of this Policy. Such action may include loss or reduction of workers' compensation benefits for injuries suffered that are in violation of this Policy.
- 5. City employees shall not operate a City vehicle in a manner that would violate city, state, and/or federal laws.
- 6. The Risk Manager shall develop the means to periodically audit the implementation of this Policy.



**(e) Violations.** Employees who violate these directives are subject to disciplinary action, up to and including termination.

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**7.120. Equipment Use Policy.**

**(a) Use of City Equipment**

Operators of equipment within the City shall be trained and certified to operate such equipment. Appropriate training records should be maintained by the department.

**(b) Use of City Computers**

Personal use of South Weber City computer software and applications must comply with the South Weber City Acceptable Use Policy (see Exhibit C & D), which prohibits the use of city resources for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. Offensive (i.e., pornographic), harassing, discriminatory, or illegal (i.e., gambling) activities are prohibited. Personal use of software and applications which disrupts or distracts the conduct of South Weber City business due to volume, timing, or frequency is considered an unacceptable use of South Weber City resources.

Costs associated with applications downloaded to South Weber City cell phones is the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e., gambling) in content. Applications with security vulnerabilities should be uninstalled.

The personal use of social networking applications (e.g., Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time.

Office computers may be used at home by the employee since use of authorized software increases the employee's knowledge of the software. Unauthorized software may not be installed or used on the computer. Personal use must comply with the Acceptable Computer Use Policy which does not allow for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. The computer is only to be used by South Weber City employees. Installation of employee personal printers must be pre-authorized.

**(c) Personal Use of Printers, Photocopy and Fax Machines**

Photocopiers and printers are primarily reserved for city use; however, personal copies and printed materials can be made at the cost found in the City's Consolidated Fee Schedule, paid to the receptionist or other responsible employee. Long distance charges incurred as a result of a personal fax transmission shall be the financial responsibility of the employee and reimbursed to South Weber City.

**7.130. Drug and Alcohol Policy.**

**(a) Purpose.** It is the purpose of this Policy to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This Policy is intended to provide a safer and more efficient work force by avoiding the negative circumstances created by employee drug and alcohol abuse. The provisions of this Policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act.

**(b) Definitions.** As used in this Policy, the following words shall have the following meaning:

(1) **"Alcohol"** means the intoxicating agent in beverage alcohol, beer, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

(2) **"Drugs"** means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, and its metabolite.

(3) **"Employee"** means any full-time, part-time, introductory, or limited employee of the City and any person employed by or providing services for the City in a safety sensitive position.

(4) **"Employer"** means South Weber City (hereinafter referred to as "the City").

(5) **"Prospective Employee"** means any person who has made application for full-time, part-time, or safety sensitive position of employment or volunteer services with the City and who has been selected as a final applicant by the City.

(6) **"Refusal to Submit"** to a test means that the employee (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(7) **"Sample"** means urine, blood, breath, saliva, or hair.

(8) **"Safety-Sensitive Position"** means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances during the course of performing job duties.

(9) **"Utah Local Governmental Entity Drug-Free Workplace Act"** means the Drug-Free Workplace Act set forth at Utah Code Ann. § 34-41-101, et seq., as amended.

**(c) Applicability.** This Drug and Alcohol Testing Policy shall apply to all City employees, including those City employees who are required to comply with the DOT Drug and Alcohol Testing Policy, to the extent permitted therein.

**(d) Policy.** Alcohol or drug abuse can impair an employee's ability to perform the functions of the particular job safely and effectively; increase accidents, absenteeism, and substandard performance; create poor employee morale; and/or undermine public confidence in the City's work force. It is the Policy of the City to employ a work force and create a workplace free from such adverse effects of alcohol and drug abuse. Violation of this Policy may be cause for disciplinary action up to and including termination.

**(e) Regulations.** No employee of the City may possess, sell, or be under the influence of any drugs or alcohol during working hours, when conducting City business, or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system.

Off-the-job drug use and/or alcohol consumption, which affects an employee's job performance, jeopardizes the safety of employees, the public, or City equipment or results in behavior that is a discredit to the City, is prohibited. An employee who is on-call shall not consume alcohol or any drug which may impair his/her ability to perform assigned duties. Any employee who is called back to work during non-scheduled work hours and has recently consumed alcohol or drugs which impair his/her ability to safely perform his/her duties shall notify the Supervisor of the impairment and shall not report to work. An employee who is convicted of a drug or alcohol related offense shall provide notice to the City in writing of the conviction.

Employees in safety sensitive positions or who drive City vehicles as part of their job duties shall notify their Supervisor before beginning work, or during the work shift, when taking any medication or drugs, whether prescribed or not, that may cause a safety hazard. An employee who is injured in a work-related accident and is found to be in violation of any of the above provisions may have his/her worker's compensation disability benefits reduced.

An employee who is a drug user or alcohol abuser is encouraged to seek help either through the City's Employee Assistance Plan or through other community resources. An employee who violates any of the above provisions shall be subject to disciplinary action up to and including termination in accordance with the City's Personnel Policies and Procedures.

**(f) Testing Required.** In accordance with the provisions of this Policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and/or continued employment with the City. Failure to comply with this Policy may result in the City refusing to hire a prospective employee or disciplinary action for current employees, up to and including termination.

**(g) Basis for Testing.** Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this Policy as a condition of hiring, continued employment, and voluntary services for any of the following reasons.

**(1) Pre-Employment.** Final applicants selected for any full-time, part-time, or safety sensitive position with the City shall be subject to drug testing as a condition of employment.

**(2) Pre-Announced Periodic.** Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

**(3) Accidents.** Employees involved in any work-related accident involving the loss of life or substantial harm to any person or property shall be subject to drug and alcohol testing as determined by the employee's immediate Supervisor or City Manager.

**(4) Reasonable Suspicion.** Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable Suspicion" shall be determined by the Supervising Agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this Policy.

**(5) Random.** Employees shall be subject to unannounced drug and alcohol testing. Employees shall be selected for random testing by using a method uninfluenced by any personal characteristics other than job category.

**(6) Rehabilitation.** Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements. Rehabilitation testing means unannounced, but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this Policy.

**(7) Compliance.** Employees shall be subject to drug and alcohol testing when required by state or federal law. See DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

**(h) Testing Procedures.**

**(1) Consent.** Prior to submitting to a drug and alcohol test required herein, prospective, or current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel, and providing the prospective or current employee the opportunity to explain or provide information the employee considers relevant to the test, including current or recent use of prescription and non-prescription drugs or other relevant medical information.

**(2) Collection.** All sample collection for drugs and alcohol testing under this Policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage, and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination, or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services

Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

**(3) Samples.** Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Employees shall submit to a breath alcohol test for alcohol testing required herein.

**(4) Testing.** Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology.

**(5) Time.** Any drug or alcohol testing required by the City under this Policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

**(6) Costs.** Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

**(i) Results.**

**(1) Positive Results.** Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as set forth in the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations. Specifically, an employee's alcohol concentration shall not exceed the limits set forth in Subsection (e) of the City's DOT Drug and Alcohol Testing Policy.

**(2) Notice.** Prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this Policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (4).

**(3) Confirmation.** Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography, a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

**(4) Second Test Option.** If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample tested. The cost of the second test shall be paid by the donor, unless the second sample tests negative, in which case the City shall pay for the cost of the second

test. In addition to the initial test results, the test results of the split sample shall be considered at any subsequent disciplinary hearing if the requirements of this Policy have been complied with in the collection, handling, and testing of the samples.

**(j) Action.**

**(1) Discipline or Refusal to Hire.** The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test or to sign the Consent and Release Form, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees.

~~(4) In accordance with state law, a prospective or current employee who has a valid medical cannabis card is not subject to adverse action for failing a drug test due to marijuana or tetrahydrocannabinol without evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of medical cannabis.~~

**(2) Rehabilitation.** The City may also require that an employee rendering positive test results under this Policy enroll in a City-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

**(3) Procedure.** Any disciplinary action taken by the City for violation of this Policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

**(k) Policy Distribution.** This Policy shall be distributed to employees and made available for review by prospective employees.

**(l) Records.** The use and disposition of all drug and alcohol test results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act.

**(m) Prescribed Drug Use.** This Policy shall not apply to the proper use of drugs prescribed to an employee by a licensed physician who has been informed of the employee's occupation and job duties and is of the opinion that the employee can safely work while taking the prescribed drug. All employees shall inform the licensed physician of the employee's occupation and job duties and ask the physician if the employee can safely perform such duties while taking the prescribed drug. If the licensed physician is of the opinion that the employee cannot safely work or perform his or her job duties while taking the prescribed drug, the employee shall report the prescribed drug use and the physician's opinion regarding its use in writing to the employee's Supervisor or the City Manager prior to performing any work for the City.

**(n) Disclaimers.**

**(1) Physician/Patient Relationship.** A physician/patient relationship is not created

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between a prospective or current employee and the City or any person performing the test, solely by this Policy and the procedures set forth herein.

**(2) Disabled.** A prospective or current employee shall not be considered "disabled" for purposes of the Utah Anti-Discriminatory Act or the Americans with Disabilities Act solely by reason of testing positive under the terms of this Policy.

**(3) Law Enforcement.** The provisions of this Policy shall not apply to the possession of drugs or alcohol by law enforcement officers during the performance of and in the normal course of their duties for purposes of confiscation, undercover operations, and training.

**7.140. Department of Transportation (DOT) Drug and Alcohol Testing.**

**(a) Purpose.** It is the purpose of this Policy to provide guidelines for the implementation and management of a drug and alcohol testing program for City employees who are subject to the Commercial Driver's License drug and alcohol testing requirements under the federal Omnibus Transportation Employee Testing Act of 1991 and the Department of Transportation Regulations promulgated thereunder. The provisions of this Policy are intended and shall be interpreted in accordance with the Omnibus Transportation Act and the Department of Transportation Regulations as defined herein.

**(b) Applicability.** This Policy applies to all City employees who operate a commercial motor vehicle in commerce and who are subject to the Commercial Driver's License requirements of the Department of Transportation, hereinafter "CDL Employees." All other employees shall comply with the Drug and Alcohol Testing Policy rather than the provisions set forth herein. All City CDL employees shall be subject to the testing requirements of this Policy and the City Drug and Alcohol Testing Policy, subject to the following limitation. When the provisions of this Policy are applicable to a certain situation, this Policy shall be complied with and no other testing requirements may be imposed. However, when provisions of this Policy do not apply to a situation which is otherwise covered by the City's Drug and Alcohol Policy, CDL employees shall be subject to testing under the City's Drug and Alcohol Policy. For instance, if a CDL employee is involved in an accident involving loss of life requiring testing under this Policy, the employee would be subject to testing under this Policy and not subject to testing under the other Policy. However, if the employee is involved in an accident not requiring testing under this Policy but requiring testing under the other Policy, the CDL employee would be subject to testing under the other Policy. In any case, if there is any conflict between this Policy and any other Policy or regulation of the City, the requirements of this Policy shall control and no other testing requirements shall be imposed which would conflict or hinder compliance with this Policy.

**(c) Policy.** Alcohol or controlled substance abuse in the workplace is a threat to the safety, health, and job performance of employees and it is the Policy of the City to employ a work force and create a workplace free from such adverse effects of alcohol and controlled substance abuse. It is further the Policy of the City to balance the employee's privacy interest with the City's need to comply with the DOT Regulations and testing requirements for employees subject to the Commercial Driver's License requirements. Violation of this Policy may be cause for disciplinary action up to and including termination.

**(d) Definitions.** As used in this Policy, the following words shall have the following meanings:

**(1) "Alcohol"** means the intoxicating agent in beverage alcohol, beer, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.



(2) **"Consortium"** means an entity that provides alcohol or controlled substances testing as required by the Department of Transportation rules and regulations and that acts on behalf of the City for conducting such tests.

(3) **"Controlled Substances"** shall include marijuana, cocaine, opiates, amphetamines, phencyclidine, their metabolites, and any other controlled substance or its metabolite designated for required testing by the DOT Regulations. Specimens collected under this Policy may only be used to test for controlled substances and their metabolites as defined herein and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by DOT Regulations.

(4) **"DOT Regulations"** means the rules and regulations promulgated by the U.S. Department of Transportation for alcohol and controlled substance testing requirements for employees subject to the Commercial Driver's License requirements pursuant to the Omnibus Transportation Act of 1991, including, but not limited to §§ 49 C.F.R. 40 and 49 C.F.R. 382, as amended.

(5) **"Employee"** means any person in the service of the City who is required as part of his or her job duties to operate a commercial motor vehicle in commerce and is subject to the Commercial Driver's License requirements of § 49 C.F.R. 383, as amended.

(6) **"FHWA"** means the Federal Highway Administration.

(7) **"Refusal to Submit"** to a test means that the employee: (1) fails to provide adequate breath for alcohol testing as required by the DOT Regulations without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required by the DOT Regulations without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(8) **"Safety-Sensitive Functions"** means any duties requiring a Commercial Driver's License or other duties deemed safety-sensitive under the DOT Regulations. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

(9) **"Substance Abuse Professional"** means a licensed physician or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders as defined in the DOT Regulations.

**(e) Prohibitions.**

(1) **Alcohol Concentration.** No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

**(2) On-Duty Alcohol Use.** No employee shall use alcohol while performing safety-sensitive functions.

**(3) Pre-Duty Alcohol Use.** No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

**(4) Post-Accident Use.** No employee may use alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident test, or until he or she undergoes the post-accident test.

**(5) Controlled Substance Use.** No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances, as shown by the presence of drugs or their metabolites in the employee's system, except when the use is pursuant to the instructions of a physician as set forth herein.

**(6) Controlled Substance Testing.** No employee shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or their metabolites in the employee's system.

**(7) Refusal to Submit.** No employee shall refuse to undergo a required alcohol or controlled substance test.

**(f) Testing Required.** All employees subject to this Policy are required to abide by this Policy and the testing requirements set forth herein as a condition of employment. Employees shall be subject to pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return-to-duty testing, and follow-up testing as set forth herein. Prior to submitting to testing required herein, employees shall sign a Consent Form authorizing the test and permitting release of the test results to appropriate personnel.

**(g) Pre-Employment Drug Testing.** Prior to the first time an employee performs a safety-sensitive function for the City, the employee shall undergo testing for controlled substances. The City shall not allow an employee to perform a safety-sensitive function unless the employee has been administered and the City has received a controlled substance test result from a Medical Review Officer indicating a verified negative test result. A controlled substance test may not be required if the employee has participated in a drug testing program that meets the DOT Regulations within the previous thirty (30) days and all other exception requirements as set forth in the DOT Regulations are satisfied.

**(h) Random Testing.**

**(1) Required Alcohol Testing.** Except as otherwise provided by the DOT Regulations, at least twenty-five percent (25%), of the number of City CDL employees, shall be randomly tested for alcohol each year in accordance with the DOT Regulations.

**(2) Required Controlled Substance Testing.** Except as otherwise provided by the DOT Regulations, at least fifty percent (50%) of the number of City CDL employees shall

be randomly tested for controlled substances each year in accordance with the DOT Regulations.

**(3) Selection Technique.** The selection of employees for random alcohol and controlled substance testing shall be made by a scientifically valid method, such as a random number table or computer-based random number generator that is matched with the employee's Social Security number, or other comparable identifying numbers. Under the selection procedure, each employee shall have an equal chance of being tested each time selections are made.

**(4) Unannounced Tests.** Random alcohol and controlled substances tests conducted hereunder shall be unannounced and the dates for administering the tests should be spread reasonably throughout the calendar year. An employee notified of selection for random alcohol or controlled substances testing shall proceed to the test site immediately.

**(5) Time for Alcohol Testing.** Employees shall be randomly tested for alcohol only while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

**(6) Consortium.** The City may contract with a consortium to administer and manage its random drug and alcohol testing requirements.

**(i) Reasonable Suspicion Testing.**

**(1) Testing Required.** Employees shall submit to an alcohol and/or controlled substances test when a trained and approved Supervisor has reasonable suspicion to believe that the employee has violated the prohibitions of this Policy.

**(2) Reasonable Suspicion.** The Supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion observations for use of controlled substances in violation of this Policy may include indications of the chronic and withdrawal effects of controlled substances.

**(3) Suspicion Form.** The Supervisor shall complete a signed and written record of his or her observations leading to a controlled substance or alcohol test under reasonable suspicion using a "Reasonable Suspicion Form" prepared by the City within twenty-four (24) hours of the determination or before the results of the test are announced, whichever is earlier.

**(4) Alcohol Testing Requirements.** The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee. Alcohol testing under reasonable suspicion must be made during, just

preceding, or just after the period of the workday that the employee is required to be in compliance with this Policy.

**(5) Time Limit for Alcohol Test.** If a test required by this Section is not administered within two (2) hours following the determination of reasonable suspicion, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

**(6) Records.** Records required to be maintained under this Section shall be submitted to the FHWA in accordance with the DOT Regulations.

**(7) Performance.** Notwithstanding the absence of a reasonable suspicion alcohol test under this Section, no employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the employee to perform or continue to perform such functions until an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

**(8) Action.** The City shall not take any action under this Section against an employee based solely on the employee's behavior and appearance, with respect to alcohol or controlled substance use, until an alcohol and/or controlled substance test has been conducted and confirmed in accordance with this Policy.

**(j) Post-Accident Testing.**

**(1) Testing.** As soon as practicable following an accident involving a commercial motor vehicle, the City shall test for alcohol and controlled substances of each surviving driver when:

- (i) the driver was performing a safety-sensitive function with respect to the vehicle and the accident involved loss of human life; or
- (ii) the driver receives a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved; or
- (iii) bodily injury is sustained by any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (iv) one or more motor vehicles incurs disabling damage as a result of the accident, as defined by the DOT Regulations, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

**(2) Available for Testing.** An employee subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to

submit to the testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**(3) Time Limit for Alcohol Test.** If a test required by this Section is not administered within two (2) hours following the accident, the City or its agent shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not administered within eight (8) hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

**(4) Time Limit for Controlled Substance Test.** If a test required by this Section is not administered within thirty-two (32) hours following the accident, the employer shall cease attempts to administer a controlled substance test and prepare and maintain on file a record stating the reasons the test was not promptly administered as set forth in Subsection (3).

**(5) Records.** Records required to be maintained under this Section shall be submitted to the FHWA in accordance with the DOT Regulations.

**(k) Return to Duty Testing.**

**(1) Alcohol Testing Required.** Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) concerning alcohol, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

**(2) Controlled Substance Testing.** Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) concerning controlled substances, the employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

**(l) Follow-Up Testing.**

**(1)** Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances in accordance with provisions set forth herein, the employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional consisting of at least six (6) tests in the first twelve (12) months following the employee's return to duty and in accordance with the DOT Regulations.

**(2) Time for Testing.** Follow-up testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(m) Testing Procedures.** All testing conducted under this Policy shall comply with the alcohol or controlled substance testing procedures set forth in the DOT Regulation, including but not limited to § 49 C.F.R. 40, as amended. All procedures used for testing shall be conducted in a manner which protects the employee and the integrity of the testing processes, safeguards the validity of the test results, and ensures that the results are attributed to the correct employee. Employees shall be notified of any positive alcohol or controlled substance test results in accordance with the DOT Regulations.

**(n) Confirmation Tests.** Alcohol tests with a result of 0.02 or greater shall be confirmed by a second test that provides quantitative data of the alcohol concentration. Controlled substances tests with a positive result shall be confirmed by a second analytical procedure to identify the presences of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from the screen test in order to ensure reliability and accuracy.

**(o) Results.** No employee shall be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, if the employee has engaged in conduct prohibited by this Policy until the procedures set forth herein are complied with. Any employee found to have violated the prohibitions set forth in Subsection (e) shall be removed immediately from safety-sensitive functions and shall be required to undergo evaluation and treatment set forth herein. Any employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04, shall not be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. No other action shall be taken against the employee for test results showing an alcohol concentration of less than 0.04, unless otherwise authorized by law or City Policy.

**(p) Referral.** Each employee who has engaged in prohibited conduct under Subsection (e) of this Policy shall be advised by the City of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

**(q) Evaluation.** Each driver who engages in conduct prohibited by Subsection (e) of this Policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

**(r) Treatment.** Each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program and shall be subject to unannounced follow-up alcohol and controlled substance tests

in accordance with this Policy. Evaluation and follow-up testing required herein shall be at the expense of the employee.

**(s) Action.** The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this Policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

**(t) Policy Distribution.** Educational materials, including this Policy, shall be distributed to all City employees subject to the requirements set forth herein. Each employee shall be responsible for reading this Policy and shall file an Employee Acknowledgment Form with the City certifying that he or she has received a copy of this Policy. Any employee questions regarding this Policy or the DOT Regulations may be addressed to the City Manager.

**(u) Records and Confidentiality.** The City shall maintain records of its alcohol misuse and controlled substances use program in accordance with the DOT Regulations and for the time periods required therein. The records shall be considered confidential and shall be maintained in a secure location, separate from other personnel records, with controlled access. Confidential records will be shared on a need-to-know basis only, provided that the employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substance, including any records pertaining to his or her alcohol or controlled substances tests.

**(v) Prescribed Drug Use.** Employees taking prescribed medications may not report to duty unless the employee advises the physician of the employee's occupation and job duties and the physician is of the opinion that the employee can safely perform such job duties while taking the prescribed drug. If the licensed physician is of the opinion that the employee cannot safely work or perform the employee's job duties while taking the prescribed drug, the employee shall report the prescribed drug use and the physician's opinion regarding its use in writing to the employee's Supervisor or the City Manager prior to performing any work for the City.

**(w) Background Checks.** The City shall follow the requirements for background checks for employees with past substance abuse violations in accordance with the DOT Regulations. Prospective employees shall complete and sign a Release Form to allow the City to review previous test results in accordance with the DOT Regulations. The City shall not use an employee to perform safety-sensitive functions if the City obtains information on the employee's alcohol test with a concentration of 0.04 or greater, verified positive controlled substances test result, or refusal to be tested by the employee, without obtaining information on a subsequent substance abuse professional evaluation and/or determination and compliance with the DOT Regulations for return to duty testing.

**7.150. No Smoking Policy**

1. In order to conform with local, state, and federal law, and to eliminate the health hazards of passive smoking, it is the policy of South Weber City that smoking shall not be permitted in City buildings, vehicles, and facilities. Smoking shall not be permitted in any City building, vehicle, or facility, including maintenance areas. Smoking at the City Center complex or outside of any other City buildings shall only be permitted in areas designated by ordinance.
2. Department Directors responsible for a building (FAC, Fire Station) and/or facility shall place cigarette butt receptacles and "no smoking" notices at each main entrance to the building.

**7.160. Notary Public Services Policy**

It is the policy of South Weber City that all certified notaries employed as part of the South Weber City Administrative Office adhere to the highest standards of competence and responsibility in the providing of notary public services. Notaries Public of the aforementioned office shall never:

- a. Perform, nor be instructed to perform, any notarial act which the notary or the notary's Supervisor knows to be false or violates notary law or correct procedures; and/or
- b. Notarize any signature without the maker of the signature first appearing personally before the notary;

Notaries public of above referenced office shall:

- a. Exercise reasonable care to properly verify the identity of the maker of the signature by means of personal knowledge or by valid satisfactory evidence;
- b. Correctly maintain a notary journal of all notarial acts they perform;
- c. Refuse to execute a notarial certificate on any document the truth or legality which is uncertain; and
- d. Exercise diligence and utmost care in the performance of all notarial acts.

**7.170 Reporting Fraud and Abuse**

**(A) Definition**

"Improper governmental action" means any action by a South Weber City employee:

- 1) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and
- 2) That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.

**(B) Reporting Fraud or Abuse**

Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has



occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the city manager or such other person as may be designated by the city manager to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.

The supervisor/city manager/city manager's designee shall take prompt action to assist South Weber City in properly investigating the report of improper governmental action. South Weber City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

South Weber City employees may report information about improper governmental action directly to the city attorney if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

South Weber City employees who fail to make a good-faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by South Weber City in these procedures.

**(C) Complaints, Investigations, Review and Enforcement**

A. Any person may file a complaint alleging a violation of this policy.

B. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the city manager who shall provide a copy to the person charged with a violation. The complainant shall provide the city manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.

C. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of South Weber City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. South Weber City is reluctant to begin an investigation based on an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under South Weber City policy. A thorough investigation

of complaints is South Weber City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, South Weber City reserves the right to decline to investigate any complaint that is provided anonymously.

If a complaint is received anonymously, it shall be directed to the Internal Auditor for a recommendation on the processing of the complaint. Upon review of the complaint, the Internal Auditor will recommend to the Audit Committee either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the Internal Auditor's recommendation the Audit Committee shall make the final determination on whether or not to continue the investigation, end the investigation, or refer the matter to an outside entity.

D. Within thirty (30) days after receipt of a complaint, the Internal Auditor or another person appointed by the Audit Committee shall conduct a preliminary investigation. If the Internal Auditor or a member of the Audit Committee or the governing board are implicated in the complaint, the Audit Committee will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.

E. If the Internal Auditor determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the Internal Auditor shall advise the Audit Committee to dismiss the complaint. If the Audit Committee does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

**(D) Whistleblower Protection**

*Utah Code* § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

**7.180 City Hotline**

**(A) Introduction**

The South Weber City Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:

- Waste or misuse of public funds, property, or manpower
- Violations of a law, rule, or regulation applicable to the government
- Gross mismanagement
- Abuse of authority

- Unethical conduct

**(B) Filing a Complaint**

Complaints should be submitted in writing using the attached form (Exhibit E). Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources South Weber City is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:

Email: [Hotline@southwebercity.com

US Mail: South Weber City, Attn: Internal Auditor, 1600 E South Weber Dr, South Weber, UT 84405

**(C) Entity Processing of a Hotline Complaint**

1. After receipt of the complaint, the Internal Auditor will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that are considered during the screening and prioritization process.
  - a. Does the complaint involve actions by a person subject to South Weber City's authority?
  - b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
  - c. Has the complainant taken appropriate steps to resolve the issue with the entity? If the entity is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
  - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
  - e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
  - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.

2. The Internal Auditor communicates to the Audit Committee:
  - a. The allegation of the complaint
  - b. Any facts supporting or refuting the complaint
  - c. A recommendation based upon preliminary inquiry
3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
  - a. Discontinue the investigation
  - b. Continue with the investigation
  - c. Refer the investigation to another agency
4. If the investigation proceeds, the audit committee sets the following:
  - a. Time and resource budget
  - b. Scope of the audit
5. Internal Auditor completes the audit
6. Internal Auditor creates a report outlining the work performed and conclusions
7. Internal Auditor provides the report to the Audit Committee
8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
9. Governing body addresses any findings noted in the report

**(D) Whistleblower Protection**

*Utah Code* § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the entity (see *Utah Code* § [67-21-3](#)(1)(b)(iv)(A) for more information).

**Confidentiality**

The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See *Utah Code* Section [67-3-1](#)(15)).

Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

## 7.190 Cash Receipting and Deposit

### (A) Purpose

Establish a uniform control design for all departments of South Weber City that receive cash. This policy has been developed by the Finance Director with input received from the City Treasurer, external auditors and approved by the City Council who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the City Treasurer will propose changes to the City Council for review and approval.

#### (a) Cash Receipts at non-City Hall Locations

1. All funds received are entered into the accounting system at the time of the transaction, or in the case of the Family Activity Center (FAC) into an accounting sub-system. If the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have three copies: Customer copy, a Treasurer copy, and a location copy.
2. At the end of each day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Treasurer's office or place it in a secure (locked) place for deposit on the next business day.
3. Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. If an office does not have enough employees to have adjustments made by a supervisor that does not receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
4. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$1,000, the deposit should be brought to the Treasurer's office in the same day.
5. When deposits are made with the Treasurer's office the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt and the signature of the Treasurer's office employee who took custody of the funds. This receipt will be returned to the location and kept with the receipt records. Any discrepancy in the funds being

deposited and the supporting documentation should occur when custody of the funds changes.

6. The Treasurer's office enters the deposit into the accounting system and takes funds to the bank.
7. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

(b) Deposits with Treasurer

1. Treasurer's office employee will receive FAC funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the employee who turned over the funds with the amount received, date and that employees name and signature.
2. An employee from the Treasurer's office enters the information from the deposit into the accounting system.
3. At the end of each day, the Treasurer or designee will compile all cash and checks received, match the total to the total receipts in the accounting system, and create a deposit slip (deposit information should be sufficiently detailed to allow a reviewer to trace individual transactions from satellite locations into the deposit and verify that the funds were received by the bank).
4. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.
5. Department heads for departments that collect cash should review the revenue recorded into the accounting system with their copy of the deposits to ensure correct recording of cash. Where practicable the system should be designed to only allow receipts for cash receipts to be recorded to accounts that pertain to that office or department.

## 7.200 Conflict of Interest

### (A) Overview

South Weber City officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the City. Officers owe a fiduciary duty to the City and must not act in a manner that is contrary to that duty or to the interests of the City. Officers must place the interests of the City over their own personal interests with respect to the governance, policy, strategic direction and operations of the City.

### (B) Policy

It is the intent of the City Council to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the City's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of

the City. For the purposes of this policy, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the City:
  - a. City officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the City Council and the City's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
  - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the City, or to individually conduct negotiations or make contacts or inquiries on behalf of the City unless officially designated by the City Council.
  - c. Officers are prohibited from acquiring or having a financial interest in any property that the City acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the City does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the City and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the City is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the City.
  - d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the City Council which shall decide if such interest should prevent the City from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
  - e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
  - f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the City.

g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the City Recorder and made available to the public upon request.

h. The City Recorder shall provide copies of all completed Forms to the South Weber City Mayor at the end of January each year.

i. The City Council Chair shall review all completed forms and consider the disclosures. The City Council Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the City.

**7.210 Flag Display Policy**

It is the policy of South Weber City that only the Flags of the United States, Utah State, and South Weber City shall be displayed publicly on City-owned property.

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## CHAPTER 8: SAFETY

- 8.010. Employee Duties.**
- 8.020. Report of Accident.**
- 8.030. Risk Management Policies.**
- 8.040. Occupational Injuries and Accidents**
- 8.050. Workers' Compensation Claims**
- 8.060. Medical Examinations.**
- 8.070. Claims and Lawsuits**

### **8.010. Employee Duties.**

Employees shall implement safety precautions at all times and must be aware of conditions that may be hazardous. Any unsafe conditions should be reported immediately to a supervisor or the City Manager and reasonable measures should be taken to remedy the hazardous condition. Employees shall maintain their work area in a clean and safe condition and shall adhere to all requirements of City safety rules and regulations. Failure to comply with such safety provisions may result in disciplinary action up to and including termination.

### **8.020. Report of Accident.**

**(a) Accident Defined.** For purposes of this Section, accident shall be defined as any incident where possible damage to property, injury to personnel, or possible liability against the City may result. Accidents are not limited to automobile accidents, but include collision with stationary objects, individuals falling on stairs or walkways, etc.

**(b) Reporting.** All accidents or injuries shall be reported immediately to a Supervisor. When deemed necessary by the Supervisor, a written report shall be prepared by the employee and submitted to their Supervisor within twenty-four (24) hours from the occurrence. Any Supervisor who receives a written report of an accident or injury shall immediately refer the matter to the

City Manager. Upon receiving notice of an accident or injury and the employee's written report of the incident, and when deemed necessary, the employee's Supervisor or City Manager, as the case may be, shall fill out an Accident Report Form, including a description of the date, time, place, witnesses, circumstances, and extent of injury. The Accident Report Form should be filled out within five (5) days of the occurrence of the accident. An employee's failure to report an accident or injury may result in denial of a Worker's Compensation claim and may result in disciplinary action up to and including termination. Employees shall not admit fault to an accident.

**(c) Manager Responsibility.** All claims for damages, either for or against the City, as a result of an accident, and all communications and correspondence with insurance companies, attorneys and other third parties regarding accidents or injuries shall be handled by the City Manager's Office on behalf of the City. Unless otherwise authorized, employees should not discuss such matters with outside parties and shall refer all such inquiries to the City Manager.

**(d) Vehicle Accidents.** In addition to the above requirements, an employee involved in an accident involving a City vehicle, should immediately call the police and should not attempt to move any vehicles involved in the accident. All accidents involving City vehicles must be immediately reported to the City Manager regardless of the amount of damage. Employees shall not admit fault to an accident.

**(e) Drug Testing.** Employees involved in any work-related accident involving the loss of life or substantial damage/harm to any person or property, as determined by the employee's immediate Supervisor or City Manager, shall immediately submit to a drug and alcohol test. For accidents other than those determined to as substantial, the employee's Supervisor, Department Head, or the City Manager may still require the employee submit for drug and alcohol testing.

**(f) Threats of Suicide.** The appropriate response to a medical emergency or to a situation of imminent suicidal risk is to call 911.

South Weber City employees are advised to report all suicide threats, attempts, and preparatory efforts that occur to the appropriate authorities which may include an emergency contact, designated Employee assistance Program (EAP), etc. This includes incidents that have occurred at work as well as incidents that have occurred away from the workplace.

**8.030. Risk Management Policies.**

It is the policy of South Weber City to provide a safe work environment, to place responsibility for risk management with each department, to establish a City Risk Management Committee, and to reduce the potential for loss from risk exposures in all city, department, and individual employee activities.

**(a)** Department policies and programs shall address the following areas of concern:

1. Each Department Director is responsible for risk management in his or her department and shall be responsible to fully implement all applicable Utah Local Governments Trust (ULCT) risk reduction programs.

2. Each Director shall develop and maintain policies and practices designed to meet the particular risk management needs of his or her department. Department Directors shall be responsible for imposing appropriate discipline on employee(s) who violate established safety rules, policies, and/or procedures.
3. Citizen Safety. Department policies and procedures shall be designed to promote the safety and protection of private individuals and property.
4. Employee Safety. Individual employees shall take responsibility for their own safety as well as the safety of other employees, citizens, property, etc. Department policies and procedures shall provide appropriate levels of safety for individual employees. Adequate training, appropriate supervision, reasonable scheduling, proper equipment, and other management tools should be utilized in creating a safe working environment. Safety concerns will include the following:
  - i. All vehicles and equipment will be maintained and operated in a safe manner. Each department shall establish a method for employees to report unsafe equipment and working conditions.
  - ii. No employee shall operate or be assigned to operate any vehicle or equipment that is not in safe operating condition as determined by established standards.
  - iii. Safety features shall be a factor in the purchase of new equipment and vehicles.
  - iv. Department policies and procedures shall be designed to properly maintain City-owned property and equipment.

**(b) Risk Management Committee.** In order to provide review of accidents a City Risk Management Committee is hereby formed consisting of the City Manager, Finance Director, City Recorder, City Treasurer, and all Department Heads of the City, or their authorized designee.

The Risk Management Committee shall act as the Accident Review Committee that will review each vehicle accident and determine if it was preventable. In making such determinations the Committee shall ascertain the cause of the accident and how similar accidents can be avoided in the future. Any employee involved in an accident may be required to appear before the Risk Management Committee to explain his or her actions and circumstances involved. Each department in the City is expected to maintain a safe workplace for its employees consistent with federal, state, and local safety codes and regulations.

**(c) Risk Manager.** The Risk Manager is responsible for coordinating risk management activities in the City as follows:

1. The City Manager or designee shall act as the City Risk Manager and will be a resource and assist the Risk Management Committee, Departmental Accident Review Committee, Department Directors, and employees in the implementation of risk management and safety programs in their area and in the organization of departmental risk management activities and training.
2. The Risk Manager is responsible for overseeing insurance coverage in the City to ensure that coverage is adequate, and policies are kept up to date.
3. The Risk Manager shall negotiate claims settlement and resolve claims with the public and employees. The Risk Manager is responsible for reporting all property, liability, and worker's compensation claims to the City's insurance provider(s).

SupervisorSupervisorSupervisorSupervisorSupervisorSupervisorSupervisorSupervisor

**(d) Safety Incentive Program.** A "Safety Incentive Program" has been established for the Public Works Department to motivate and reward employees for maintaining and creating a safe work environment. The goal of the program is to proactively promote safety and to reduce the likelihood for accidents as defined in section 8.020 of this Policy

#### **8.040 Occupational Injuries and Accidents.**

It is the policy of South Weber City that occupational injuries and accidents shall immediately be reported to the appropriate City officials. The purpose of this Policy is to provide for immediate notification and reporting of occupational injuries and accidents; and assess unsafe conditions, the extent and nature of injuries, and any liability exposures. Specific reporting policies and practices are as follows:

1. Employees shall immediately notify their Supervisor or Department Director of an occupational injury or accident.
2. Employees shall immediately notify the City's Risk Manager of a fatality or serious occupational injury. Serious injury shall include amputations, fractures of major bones (both simple and compound), and hospitalization. The Risk Manager shall immediately notify the Utah Occupational Safety and Health Offices when required by law or regulation.
3. During non-business hours, employees shall also immediately notify the Davis County Sheriff of a fatality or serious occupational injury. The Davis County Sheriff shall also notify the Risk Manager as soon as possible.
4. Upon notification of injury or accident, the Supervisor, Division Manager, or Department Director shall complete the following:
  - i. An ACCIDENT/INCIDENT REPORT filled out by the Supervisor and the employee. The ACCIDENT/INCIDENT report may be completed electronically or in hard copy form.
  - ii. The ACCIDENT/INCIDENT REPORT should be forwarded to the Risk Management office within 48 hours of the accident. Reports that are completed electronically will automatically be forwarded to the Risk Management office.
  - iii. All reports shall be reviewed by the Department Director. This review shall not delay the delivery of the report to the Risk Manager. If this review is not immediately practical, copies of incomplete reports shall be forwarded to the Risk Manager within 48 hours of the accident. Once the review is complete, an updated final copy of the report shall be forwarded to the Risk Management office.
  - iv. Failure to report a work-related injury or illness as outlined in this Policy may result in the delay of Workers' Compensation benefits and may result in disciplinary action. Workers' Compensation claims are to be conducted as outlined in section 5.040. of the South Weber City Policies and Procedures Manual.

#### **8.050 Workers' Compensation Claims**

##### **If an Injury Should Occur**

An employee, who is injured on-the-job, no matter how slight, must report the incident to their supervisor immediately. **Employees may lose their right to workers compensation benefits if they fail to report injuries promptly.** Supervisors must contact the Risk Manager

immediately if the injury is serious or if time off work is prescribed by a medical doctor. An "Accident/Incident" form must be filled out by the employee and Supervisor on all reported injuries and returned to Risk Manager within 48 hours.

**Medical**

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report to:

**Ogden Intermountain Work Med  
1355 Hinckley Drive  
Ogden UT, 84401  
801-387-6151**

Employees exposed to blood should go to Ogden Regional or McKay-Dee Hospital.

For life or limb threatening accidents/illness, the employee should go to the nearest emergency facility. These emergencies include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above or injuries requiring stitches. These types of injuries can be treated at Work Med, **801-387-6151**.

Except in cases of life or limb threatening accidents or illnesses, employees must seek initial medical treatment only from the facilities specifically identified in this Policy (IHC Work Med, Ogden Regional Medical Center, McKay-Dee Hospital, and Davis County Regional Medical Center). If employees seek medical treatment from another provider, employees may be required to pay any charges in excess of the customary charges for the treatment.

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

**Special Medical Procedures**

Procedures such as surgery, MRI's, CAT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

**Return to Work After a Work-Related Injury**

1. **Return to Work – Full Duty:** Immediately following initial treatment for a work-related injury, the employee shall return to work for regular full duty unless directed otherwise by the treating medical provider. The employee shall obtain a written return to work release from the medical provider and shall immediately provide a copy of the work release to the employee's Supervisor and to the Risk Manager. Supervisors shall not allow an employee to return to work unless a written work release is provided from a medical professional.

2. **Return to Work – Modified Duty:** If the treating medical provider places work restrictions on the employee, and the employee is unable to return to full duty, the employee shall return to work either immediately following initial treatment or the next business day regardless of the employee's regular work schedule. The employee shall provide a copy of the written work restrictions to the employee's Supervisor and the Risk Manager.

3. South Weber City has a permissive return to work policy. Temporary transitional assignments are mandatory and, where practical, these assignments will be made available to all injured employees who are unable to immediately return to full duty following a work-related injury. If a transitional assignment is available and the employee chooses not to accept the transitional assignment, the employee shall not be eligible to receive Workers' Compensation wage replacement benefits and will not be allowed to use their accrued sick leave. Temporary transitional assignments shall be given in accordance with the "Return to Work after Serious Injury or Illness" section in this Policy manual.

4. **Return to Work – Off Duty:** Because the City has a permissive return to work policy, it is rare that an employee will be unable to return to a temporary transitional assignment. If an employee receives direction from the treating medical provider to remain off work for a period in excess of one full calendar day, the employee shall immediately notify the Risk Manager.

#### **Payroll for Workers' Compensation Temporary Disability**

1. An employee requiring medical attention on the same day as an on-the-job injury should not be charged sick leave or workers' compensation that day. The entire shift should be paid as regular time worked.

2. An employee begins his/her waiting period for workers' compensation wage replacement benefits effective the first full day of time off work due to an on-the-job injury as reported by the doctor. For the purpose of calculating waiting periods days with time off include weekends and unscheduled workdays.

3. The waiting period for workers' compensation wage replacement benefits is three (3) days after the time off work is confirmed by a doctor's report. Days counted as time off do not need to be consecutive. If an employee returns or has been released to return to work, a new doctor's report must confirm time off for further workers' compensation benefits. A full-time employee may use sick or vacation leave during this waiting period.

4. If time off work is required due to a workers' compensation injury, the person preparing payroll must notify the Risk Manager on the day timecards are due. The City's Workers' Compensation Third Party Administrator will determine appropriate waiting periods, leave supplements, and amounts of workers' compensation owed.

#### **Workers' Compensation Temporary & Permanent Disability Benefits**

All qualifying workers' compensation disability benefits shall be awarded in accordance to the State of Utah Workers Compensation Act. The City's Workers Compensation Third Party Administrator shall make payment of these benefits.

#### **Reduction, Denial or Loss of Workers' Compensation Benefits**

Workers' Compensation benefits may be reduced, denied, or lost as provided by state law. Failure of employees to follow procedures for reporting and processing Workers' Compensation claims as required by state law and the Utah Labor Commission may result in the reduction, denial, or loss of Workers' Compensation benefits. Employees should also be aware that benefits may be in jeopardy when:

1. An employee fails to use or tampers with safety devices provided by the City.
2. An employee fails to obey any order or reasonable rule adopted by the City for the safety of the employee.
3. The major contributing cause of an employee's injury is the employee's use of illegal substances.
4. The major contributing cause of an employee's injury is the intentional abuse of drugs in excess of prescribed therapeutic amounts.
5. The major contributing cause of an employee's injury is intoxication from alcohol.

**8.060. Medical Examinations.**

Post-offer applicants and current employees may be required, as legally appropriate and as permitted under the Americans with Disabilities Act, to submit to medical examinations. An applicant who has received a job offer may be required to undergo a medical examination to demonstrate ability to safely perform the essential functions of the position. Employment offers are contingent upon satisfactory completion of such examinations. As a condition of continued employment, employees may be required to undergo periodic job-related medical examinations in accordance with applicable legal restrictions and requirements. All medical examinations required by the City shall be paid for by the City in accordance with Utah Code Ann. § 34-33-1, as amended. All records regarding medical examinations of applicants and employees shall be maintained as classified in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code Ann. § 63-2-101, et seq., as amended.

**8.070. Claims and Lawsuits**

In order to protect employees and the City from additional risk by providing timely response to claims and lawsuits through proper claims handling procedures, it is the policy of South Weber City that claims and lawsuits against the City or its employees shall be handled in a systematic and expedient manner.

1. Any employee receiving a claim or notice threatening legal action shall immediately notify the Risk Manager and forward to the Risk Manager all written documents together with a description of the manner in which the claim or notice was received.
2. Upon receiving any claim or notice of legal action, or threat of legal action, the Risk Manager shall:
  - a. Immediately record the claim with the City Recorder's Office.
  - b. Analyze the claim to determine the appropriate action to be taken. Care shall be taken in handling claims so as not to prejudice the City's right to defend itself nor to conflict with the rights and procedures of the City's current insurance carrier.
  - c. Notify the City Attorney's office of serious claims that may develop into lawsuits.

d. Notify the Utah Local Governments Trust (ULGT) within one business day of serious occurrences likely to give rise to significant liability. Lawsuits to be covered by ULGT and Notices of Claims to be handled by ULGT are to be sent to ULGT within three business days.

3. The Risk Manager shall manage all claims as follows:
  - a. Obtain the necessary information from the claimant and conduct an in-house investigation.
  - b. Discuss each claim and the pertinent information with the Director of the department affected by the claim. The Risk Manager will seek input from the Department Director before deciding the disposition of the claim.
  - c. Coordinate and subrogate third party claims on behalf of the City.
4. The Risk Manager shall immediately forward all lawsuit documents to the City Attorney and the Utah Local Governments Trust (ULGT) for appropriate action. The City Attorney's and the Risk Manager shall work in cooperation with the ULGT to conclude the lawsuit and mitigate losses to the City.
5. It is the general policy of the City to defend City employees against claims or actions brought against them as individuals while carrying out City activities unless the actions which bring about the claims or lawsuits are malicious, fraudulent, or occur while the employee is under the influence of alcohol or drugs or the employee is performing duties clearly outside of the assigned course and scope of his or her duties. Employees desiring indemnification shall request it in writing within 10 days of receiving the claim or lawsuit. The written request shall be submitted to the City Attorney.



## CHAPTER 9: EVALUATION AND DEVELOPMENT

### 9.010. Performance Evaluation System.

### 9.020. Tuition Aid Program.

### 9.030. Training and Travel.

### 9.010. Performance Evaluation System.

**(a) Purpose.** The purpose of this Section is to provide guidelines for the implementation of a City employee performance evaluation system.

**(b) Evaluation Periods.** Performance evaluations shall be completed for all employees in their introductory period, full-time, and part-time employees at regular basis on forms provided by Personnel for the purposes of recording current job performance, setting goals and objectives, recognizing accomplishments, setting salaries, and acknowledging strengths and/or deficiencies. Performance evaluations shall also serve to assist the employee in improving performance as necessary and to aid the Supervisor in counseling the employee regarding performance and progress. Each employee shall be evaluated in accordance with the provisions set forth herein at the following times:

**(1) Introductory Period.** Each introductory employee shall be evaluated at the end of the introductory period, and at any other time during the introductory period deemed necessary by the Supervisor, Department Director, or City Manager.

**(2) Annual.** Each employee shall be evaluated annually in accordance with the City schedule. The requirement for an annual evaluation shall not guarantee that the evaluation will be completed within one year of the previous evaluation in cases where further investigation by the Supervisor is required or when there are extenuating circumstances that prohibit the completion of the evaluation at or near the end of the calendar year.

**(3) Additional.** Additional evaluations may be conducted during the course of employment due to specific problems related to satisfactory performance related to the duties of the position held; or at any other time at the discretion of a Department Director or the City Manager. Supervisors are encouraged to meet regularly and/or periodically with employees to monitor the progress made towards specified goals and objectives for the employee.

**(c) Evaluations.** Each employee shall be evaluated by his or her immediate Supervisor according to the performance criteria established by the Department Director. Performance evaluations shall be prepared by the employee's Supervisor and shall be signed by the Supervisor, the City Manager, and the employee. Each evaluation shall be discussed with the employee and the employee shall be given the opportunity to make written comments. If the employee refuses to sign the performance evaluation, it shall be noted on the evaluation. The employee may also add comments as to why the performance evaluation is not being signed.

**(d) Evaluation Interview.** In addition to filling out an Evaluation Form, the Supervisor shall conduct an in-person interview with each employee under his or her direction wherein the Evaluation Form is reviewed, and the employee is given a chance to comment on the evaluation. The interview should be used to improve communication between the employee and the Supervisor. The parties should discuss the favorable and unfavorable aspects of the employee's performance and set specific goals and objectives for the employee's improvement and development during the next evaluation period.

**(e) Evaluation Records.** Evaluation records shall be maintained with the employee's personnel records. Such records shall be maintained and accessed in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City. The employee shall be given a copy of the performance evaluation by the Department Director. Once approved by the Department Director, performance evaluations shall not be changed unless requested by Personnel.

**(f) Compensation Based on Performance.** Employee pay is based upon employee job performance and the compensation plan as adopted and amended by the City.

#### **9.020. Tuition Aid Program.**

**(a) Purpose.** It is the purpose of this program to provide educational assistance in the form of tuition aid to eligible employees for course work taken at an accredited or approved institution, when funds are available, in order to enhance the abilities of the City work force. It is the intent of this Program to benefit the individual and to benefit the City through the utilization of the employee's newly acquired skills and knowledge. The Program is not intended to train employees for opportunities with other employers or to provide reimbursement for seminars and professional training.

**(b) Funds.** The City shall allocate in its annual budget funds deemed appropriate for the Tuition Aid Program. All Tuition Aid shall be contingent upon sufficient funds allocated by the City.

**(c) Eligibility.** In order to be eligible for Tuition Aid, employees must be full-time employees of the City in good standing and must have completed their introductory period of employment with the City. A contract with the City may be required in order to be eligible.

#### **(d) Standards.**

**(1) Job Related.** All classes, courses, or degrees must be pre-approved by the City and must be reasonably related to the employee's present job or determined by the City to be related to the employee's probable future work with the City. In determining whether the course work is "job related," the City shall consider the knowledge, skills, and abilities required by the employee's current job description.

**(2) Accredited Institution.** Course work must be offered at a college, university, or educational institution accredited by the state of Utah or other institution approved by the City Manager.

**(3) Credit.** Course work must be taken for credit and completed. No reimbursement shall be made for audits, incomplete, or withdrawals.

**(4) Time.** Course work must be taken on the employee's own unpaid time. Exceptions may be approved by the City Manager based upon a written statement of the Department Head that unusual circumstances exist.

**(5) Job Performance.** Employees outside educational activities should not interfere with the employee's work and employee's job performance must remain satisfactory. Unsatisfactory job performance during enrollment may result in denial or forfeiture of education assistance in addition to disciplinary action.

**(6) Repayment.** Employee must sign a Repayment Agreement agreeing to repay the City in full for any Tuition Aid in the event the employee voluntarily leaves employment with the City or is terminated for reasons other than reduction in force or job elimination in accordance with the limitations set forth in Subsection (f). Employee shall also agree that the total refund required to be made to the City hereunder may be deducted from the employee's final paycheck from the City.

**(e) Procedure.**

**(1) Application.** Any eligible employee desiring to obtain Tuition Aid shall file a Tuition Aid Application with his or her Department Head. The Application shall be filed prior to the commencement of the course.

**(2) Review.** The employee's Department Head shall review the Application based upon the Standards set forth in this Policy including review of the employee's eligibility for assistance. The Department Head shall thereafter recommend approval or denial of the Application to the City Manager. The City Manager shall review the Application based upon the Standards set forth herein, verify available funds for the request, and approve or deny the Application.

**(3) Reimbursement.** Upon satisfactory completion of the approved course work, a portion of the employee's tuition expenses, fees, and books may be reimbursed to the employee as follows:

- (i) 90% for an "A" grade (or "pass" if course is only offered as Pass/Fail)
- (ii) 75% for a "B" grade
- (iii) 60% for a "C" grade
- (iv) 0% for lower than a "C" grade

**(4) Transcript and Receipt.** Prior to reimbursement, the employee must submit to the City Manager, a certified transcript of grade or certificate of completion of the course work and receipts for the actual tuition, fees, and book expenses incurred.

**(f) Limitations.**

**(1) Funds.** All Tuition Aid is contingent upon sufficient funds available in the City budget and shall be distributed on a first-come basis as determined by the date of final approval of the Application by the City Manager.

**(2) Annual Maximum.** Eligible employees are limited to a maximum reimbursement of \$2,000.00 per employee during any calendar year for tuition, fees, and books.

**(3) Other Sources.** Reimbursement is limited by the amount of financial aid the employee receives from other sources such as grants or scholarships; i.e., the employee is only eligible for reimbursement from the City for the appropriate percentage of the employee's total out-of-pocket costs after the grant or scholarship has been deducted.

**(4) Repayment.** Employees who voluntarily leave employment with the City or are terminated for reasons other than reduction in force or job elimination shall be required to repay the City the prorated portion of any tuition aid received from the City within two (2) years prior to the date of termination. Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the amount of the approved costs incurred up to the effective date of termination. Exceptions to this Policy may only be made in writing by the City Council who must sign the decision and provide explanation as to why the exception is in the best interest of the City.

**(5) Compliance.** Failure to comply with this Policy may result in disapproval of Application and/or nonpayment of the reimbursement as determined appropriate in the sole discretion of the City Manager.

**(g) Records.** A copy of Tuition Aid records should be retained by the City.

**9.030. Training and Travel.**

**(a) Purpose.** City employees may be permitted and/or required to attend seminars, meetings, conferences, workshops, and other educational courses when it is anticipated that the training and information received by the officer or employee will increase their knowledge and effectiveness, keep current on new developments, and introduce new innovative practices and procedures that will benefit the City. It is the purpose of this Policy to provide reasonable and systematic means by which attendance and travel to such events will be approved and the cost estimated and controlled for economic, budgetary, and auditing purposes. It is the intent of this Policy to provide adequate controls over training and travel expenditures and to maintain accountability for such expenditures while allowing for flexibility.

**(b) Budget.** The City shall allocate in its annual budget funds deemed appropriate for training and travel expenditures. Each Department Director shall be responsible for keeping expenditures within his or her respective department budget.

**(c) Eligibility.** For purposes of this Policy, "travel" shall be considered any in-state or out-of-state trip taken by a City employee in the course of performing his or her duties, including trips

to or attendance at seminars, meetings, conferences, and workshops. All training and travel expenditures must be pre-approved by the City as set forth herein. All training and travel expenditures must be anticipated to serve a bona fide public purpose and confer a benefit upon the City.

**(d) Procedure.**

**(1) Application.** An employee desiring to utilize training and/or travel funds shall file a Training and Travel Application with their Department Director, stating the purpose, details, and estimated expenses of the training and travel at least two (2) weeks prior to the desired date of departure. Applications for training and travel by a Department Director shall note the name of the person to be in charge of the department during the Department Director's absence. The City Manager shall provide a copy of each Application to Personnel upon approval.

**(2) Review.** The City Manager shall review the Application based upon the requirements set forth herein including review of the Department's training and travel budget. The City Manager shall make the final determination for approval or denial.

**(3) Advancements.** Upon the request of the employee and timely submission of the Application, approved travel expenses may be advanced using the current General Administrative Service (GSA) guideline per diem rates.

**(4) Receipts.** The traveling officer or employee shall document expenses of the trip and keep all original receipts and credit card receipts except those receipts for meals covered by the per diem compensation shall not be required.

**(5) Documents.** An expense report indicating the actual expenses of the trip together with all original required receipts shall be submitted to the Department Director within thirty (30) days after the event in order to receive any payment or refund. Except for per diem advancements, if less money was spent than was advanced, a reimbursement check made payable to the City for the difference shall be attached. Except for per diem advancements, if more money was spent than was advanced, a voucher request for the difference to be paid to the employee shall be attached.

**(6) Summary.** The City Manager may request a written summary or an oral report on all seminars, workshops, conferences, or conventions attended.

**(e) Standards.**

**(1) Mode of Transportation.** Employees are responsible for arranging their own transportation. The most economical form of transportation shall be used considering factors such as the cost of the transportation, the availability of City vehicles, and the amount of time required. If any employee chooses a more costly form of transportation, the City will pay the lesser cost of the two forms, and the per diem rate shall be based upon the amount of time it would have taken under the less costly form of transportation.

If extra time is needed for the more costly form of transportation, the employee shall use vacation or compensatory time for the excess time needed to reach the destination.

**(2) Costs.** Employees are encouraged to utilize the lowest cost travel arrangements possible. Airline reservations should be made, whenever possible, at least thirty (30) days in advance. If a reduced airfare is offered for a stay over a Saturday night, and the reduced rate more than compensates for additional lodging and per diem costs, the employee is encouraged to stay over the additional night. The government or corporate rate should be requested at all hotels.

**(3) Permitted Expenses.** The following allowances and payments may be made for travel expenses.

(i) Transportation. The City may pay for the cost of the most economical form of transportation. Employees traveling in a City vehicle shall use the assigned fuel card.

(ii) Meals and Incidental Expenses. The City may pay employees a per diem amount to cover the cost of meals during each day of travel or training. The per diem rates for meals shall be based on the standard per diem rates identified by the General Service Administration (GSA). For business travel that does not require an overnight stay, lunch per diem is available.

(iii) Fees. The City may pay the actual and reasonable cost of registration and other fees for classes, seminars, workshops, conferences, and conventions.

(iv) Ground Transportation. The City may pay the reasonable and necessary costs for ground transportation, including airport shuttle, taxicab, rental car, and parking lot fees. Receipts must be submitted for reimbursement.

(v) Airfare. The City will pay the cost for standard coach airfare. Flight arrangements shall be made so that arrival times allow for sufficient rest to fully participate in and benefit from the conference, seminar, workshop, or meeting session. The employee's travel itinerary and other supporting cost documentation must be submitted for reimbursement.

(vi) Lodging. The City may pay for the reasonable and necessary costs of lodging if an overnight stay is required. Should an overnight stay be required, the City will provide hotel accommodations at the government rate or single room conference rate. An itemized hotel bill must be submitted with the final travel authorization. Room service shall not be reimbursed. The employee will be responsible to pay for in-room movies and/or any other hotel services including alcoholic beverages.

(viii) Miscellaneous. The City may pay for other miscellaneous costs as deemed reasonable and necessary by the City Manager.

**(4) Personal Expenses.**

(i) Employees. Employees traveling on City business, including employees traveling with a spouse or other companion, shall strictly distinguish expenses incurred as part of City business from personal expenses. The City will provide reimbursement only for those expenses which the employee would normally incur if traveling alone. For example, the City will pay for the employee's lodging at the single room rate and the employee shall be required to pay for any additional double occupancy lodging charge or upgrade. The City shall not pay for personal expenses such as telephone charges, personal transportation charges, room service charges, etc.

(ii) Elected Officials. Elected officials shall be paid the standard mileage allowance for any City business conducted outside the City after exceeding 150 miles one way.

1. South Weber City employees shall exercise primary access to utilize a pool car vehicle; therefore, the request for access by an employee shall be higher priority than the request for access from that of an elected official; and
2. Elected officials shall not be permitted access to a pool car vehicle if the mode of transportation is otherwise funded as a result of paid membership (or other compensation) regarding a board, committee, or other organization.

**(5) Auxiliary Programs.** Frequently, in conjunction with its regular program for members, a conference or convention will provide auxiliary programs for the employee's spouse/partner. These auxiliary programs generally foster understanding and compliment an employee or official's development and performance on the job. Therefore, it is the policy of the City that, where these opportunities are offered and available, the registration cost of the auxiliary program will be allowable if it has been included in the City Budget.

## CHAPTER 10: GRIEVANCES

### 10.010. Grievances.

### 10.020. Informal Grievance Procedures.

### 10.030. Formal Grievance Procedures.

### 10.040. Appeal.

### 10.050. Retaliations.

### 10.060. Records.

### 10.010. Grievances.

Employees may appeal a decision or disciplinary action (other than demotion or dismissal which are governed by provisions of Chapter 11) by the City which affects his or her employment pursuant to the provisions set forth herein. These guidelines should not be construed as preventing, limiting, or delaying the City from taking disciplinary action, including immediate termination, in circumstances where the City deems such action appropriate. Except as required by state or federal law, the grievance procedures provided herein shall be exhausted prior to seeking alternative remedies.

### 10.020. Informal Grievance Procedures.

An employee with a grievance may first attempt to settle the matter through discussion with his or her supervisor. If the grievance involves the employee's Supervisor, the matter may be discussed with the City Manager. In such event, all references in this Section to Supervisor shall refer to the City Manager. The Supervisor should review the matter and conduct any investigation as deemed appropriate under the circumstances. If the employee does not believe the problem has been satisfactorily resolved within ten (10) days after the circumstances are first discussed with the Supervisor, or any time prior thereto, the employee may pursue formal grievance procedures as provided herein.

### 10.030. Formal Grievance Procedures.

**(a) Complaint.** An aggrieved employee may file a formal written grievance with the City Manager within twenty (20) days from the date of the event giving rise to the grievance or within twenty (20) days from the date the employee has knowledge, or should have knowledge, of the event giving rise to the grievance. Grievances shall be filed using an Employee Grievance Form as provided by the City (See Appendix). The time for filing a formal written grievance shall be extended during the time for which informal grievance procedures are pursued. If the grievance involves the City Manager, the grievance may be filed with the City Council, in which case all references herein to City Manager shall refer to City Council.

**(b) Investigation.** Upon receipt of a grievance, the City Manager should review and investigate the matter as deemed appropriate under the circumstances.

**(c) Decision.** The City Manager should, within a reasonable time from receipt of the grievance, prepare and provide the employee written notice of his or her final decision in the matter.



**10.040. Appeal.**

An employee aggrieved by a final decision of the City Manager regarding a formal grievance filed hereunder may appeal such decision to the City Council by filing a written appeal stating the grounds therefore with the City Recorder within twenty (20) days from the date of the decision. The City Council shall conduct a review of the matter reviewing the City Manager's decision for fairness or correctness. The City Council shall prepare and provide to the employee written notice of its final decision in the matter within a reasonable time from receipt of the appeal.

**10.050. Retaliations and Bad Faith Grievances.**

Employees are entitled to bring good faith grievances hereunder without fear of retaliation. No person shall discriminate against another because that individual made a grievance complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein. No person shall coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Employees are further protected under the provisions of the Utah Protection of Public Employees Act, as set forth at Utah Code Ann. § 67-21-1, et seq. Notwithstanding this anti-retaliation policy, if conclusive evidence exists that an employee knowingly or recklessly brought a bad faith grievance and/or made false allegations, then appropriate disciplinary action may be taken.

**10.060. Records.**

The City shall maintain records pertaining to employee grievances filed hereunder and records pertaining to an appeal of such grievances in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City.

## CHAPTER 11: DISCIPLINE

- 11.010. General Conduct.**
- 11.020. Responsibility for Discipline.**
- 11.030. Investigation.**
- 11.040. Levels of Discipline.**
- 11.050. Administrative Leave.**
- 11.060. Probation.**
- 11.070. Suspension.**
- 11.080. Demotion.**
- 11.090. Dismissal.**
- 11.100. Pre-Disciplinary Action Hearing.**
- 11.110. Appeals.**
- 11.010. General Conduct.**

All disciplinary actions short of termination are intended to be corrective and obtain compliance with policies, orders, procedures, standards of conduct, expected performance standards, and/or improve performance. It shall be the City's discretion as to which type of informal and/or formal disciplinary action is most appropriate. Only full-, part- time, and probationary employees shall have the right to file an appeal to disciplinary actions and then only to formal disciplinary actions. Nothing contained in these Policies and Procedures shall preclude dismissal or suspension with or without pay effective immediately without prior notice and a hearing where the continued presence of the employee would present a hazard or disruption to employees, the public, or the City. When such a dismissal or suspension is imposed, the employee shall be assured rights of a post disciplinary appeal in accordance with this procedure. The City has no obligation to make use of any of these informal actions and need not proceed with them in any particular order. All disciplinary actions shall become part of the employee's personnel record.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules, and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, Supervisors, and the public. An action not in accordance with such policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

### **11.020. Responsibility for Discipline.**

The basic responsibility for discipline lies with the employee's Supervisor under the direction of the City Manager, provided that any disciplinary action involving probation, suspension, demotion, or dismissal shall require prior review and approval of the City Manager in accordance with the procedures set forth herein.

### **11.030. Investigation.**

Prior to any disciplinary action or recommendation of any disciplinary action, the Supervisor shall investigate the alleged conduct to the extent deemed necessary and appropriate under the

circumstances. Such investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

#### **11.040. Levels of Discipline.**

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, probation, suspension with or without pay, demotion, and/or dismissal.

#### **Informal Action**

Informal action may be appropriate when a rule, order, procedure, standard of conduct, and/or expected performance level has been violated. Any one or a combination of the following informal actions may be used as deemed appropriate by the City:

- A. Verbal Reprimand – Whenever grounds for disciplinary action exist and the Supervisor determines that more severe action is not required, the Supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning should be prepared by the Supervisor setting forth the date, time, circumstances, and grounds for the discipline; and the date, time, and circumstances of the verbal notice. Such written documentation shall be maintained with the employee’s personnel records. Failure to remedy the deficiency described in a verbal warning may result in additional disciplinary action being taken. The Supervisor(s) should make it clear to the employee that the violation is unacceptable and that any repetition may lead to stronger disciplinary action;
- B. Corrective Interviews – The Supervisor(s) confers with the employee regarding violations and develops a written corrective plan which includes target dates for the correction of violations by the employee. The plan shall be reviewed with and signed by the employee with a copy to be placed in the employee’s personnel file;
- C. Written Reprimand – Whenever grounds for disciplinary action exist and the Supervisor determines that more severe action is not required, the Supervisor may reprimand an employee in writing. Written reprimands shall include a detailed statement of the date, time, circumstances, and grounds for the discipline. Written reprimands should also indicate violations and specific actions the employee is to take to correct any violations. Warning should be provided that formal disciplinary action may result if corrective action is not taken by the employee. Such written reprimand shall be signed by the employee and the Supervisor and maintained with the employee’s personnel records for the sole purpose of acknowledging the receipt thereof. Should the employee refuse to sign the written reprimand, the Supervisor shall sign and note the date and time of such refusal. Copies of written reprimand shall be placed in the employee’s personnel file. These informal types of corrections are intended to correct a problem without recourse to the severity of formal disciplinary action.

### **Formal Disciplinary Action**

Formal disciplinary actions may include but are not limited to:

- A. Suspension without pay;
- B. Reduction in salary;
- C. Demotion to a lower job classification;
- D. Probation;
- E. Dismissal; or
- F. Any combination of the above.

### **11.050. Administrative Leave.**

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged violations of an employee, a supervisor or the City Manager may temporarily relieve any subordinate from duty with pay or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee.

### **Suspensions of Exempt Employees**

Suspension of exempt employees without pay shall be made in weekly increments; provided, however, deductions from pay may be made for unpaid disciplinary suspensions of one or more days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed because of violation(s) of a written policy applicable to all employees, such as the City's policies prohibiting sexual harassment or workplace violence. Suspensions for any other reason shall be in weekly increments. This provision applies only to exempt employees

### **Formal Disciplinary Procedure**

Any disciplinary action may be initiated and imposed at the Department Director level. If the alleged violation occurs at the Department Director level, all references to Department Director in these formal disciplinary procedures shall mean City Manager. For all disciplinary actions including dismissals, the following steps shall be followed.

#### **STEP 1**

Any alleged violation by an employee of policy, procedure, rules, regulations, directives, orders, laws, and/or expected performance levels shall be investigated by the employee's management Supervisor. The Supervisor shall prepare a written report of the investigation which includes the specific violation(s), all available facts, statements of witnesses, the employee's statement, and any recommendations for discipline the Supervisor deems appropriate. As appropriate, this report shall be forwarded to the City Manager.

#### **STEP 2**

The City Manager shall review the report, conduct an additional investigation, if warranted, and reach a determination as to whether formal disciplinary action is warranted.

**STEP 3**

If it is determined that formal disciplinary action is warranted, Personnel shall be notified of the action to be imposed. The employee shall then be provided a written Notice of Intent to Discipline from the Department Director, which contains the following:

- A. A statement which clearly defines the specific action to be taken and the effective date of the action. In cases of suspension, the beginning and ending time should be stated specifically. Generally, the disciplinary action shall become effective after the employee has been allowed the three days to appeal the action to the Department Director.
- B. A statement (and preferably the quoting of the reason(s) as provided in this document) of the policy or procedure that has allegedly been violated or other cause or reason for the disciplinary action.
- C. A statement of the specific action or charges which allegedly constitutes a violation of the policy or procedure.
- D. A description of the records and documents upon which the action is based and a statement that copies of the records are available to the employee upon request.
- E. A statement that the employee may request a meeting with the Department Director within three (3) working days of receiving the Notice of Intent to Discipline to discuss the discipline and present specific evidence as to why the action is not warranted.
- F. A statement that failure to request a meeting with the Department Director or to show for the requested meeting shall forfeit any additional appeal rights.

**STEP 4**

If the employee has requested a meeting with the Department Director to present additional evidence within three (3) working days of receiving the Notice of Intent, the Department Director shall:

- 1. Hold the meeting promptly;
- 2. Consider any additional evidence submitted by the employee;
- 3. Impose the disciplinary action or modify the disciplinary action as deemed appropriate;
- 4. Notify the employee in writing of the decision and of the employee's appeal rights; and
- 5. Forward a copy of the entire proceedings to Personnel.

The failure of an employee to request a meeting with the Department Director as outlined in Step 5 or the failure of an employee to appear for the meeting after requesting it shall forfeit any additional appeal rights of the employee.

**11.060. Probation.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be placed on disciplinary probation for a period not to exceed six (6) months. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted. The purpose of disciplinary probation is to provide a period during which the employee's performance is carefully monitored and evaluated. Probationary status shall not preclude any other disciplinary action being taken against the employee as deemed appropriate. Any probationary period may be extended by the City Manager.

**11.070. Suspension.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed fifteen (15) calendar days. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted. Any employee suspended with pay must be available to work during all regular business hours.

**11.080. Demotion.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted.

**11.090. Dismissal.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted.

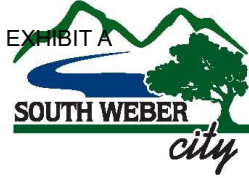
**11.100. Pre-Disciplinary Action Hearing.**

Upon receipt of a Supervisor's recommendation of disciplinary action involving probation, suspension, demotion, or dismissal; the City Manager shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the Supervisor's letter recommending the proposed disciplinary action and stating the grounds, therefore. After the pre-disciplinary action hearing, the City Manager shall provide the employee with written notice of his or her final decision stating the disciplinary action to be taken, if any, and the employee's right to appeal the same.

**11.110. Appeals.**

All appointed officers and employees of the City, other than the City Manager, shall hold their employment without limitation of time, being subject to discharge or dismissal only as provided in Utah Code Ann. § 10-3-1106, as amended. Any appointed officer or employee covered herein

who is discharged or transferred to a position with less remuneration for any reason shall have the right to appeal the discharge or transfer to the City Appeals Board in accordance with the provisions of Utah Code Ann. § 10-3-1106, as amended. All other disciplinary actions may be appealed in accordance with the grievance procedures set forth in Utah Code Chapter 10.



## Ethical Behavior Pledge Form

The following pledge is required to be made annually by all officers and employees of South Weber City:

I, \_\_\_\_\_ am the/a duly elected/appointed \_\_\_\_\_ of South Weber City.

I pledge to adhere to the ethical behavior policy as approved by the city. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the Conflict of Interest Disclosure Form. I understand that state statute and city code provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the South Weber City code of ethics.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

Signed by: \_\_\_\_\_

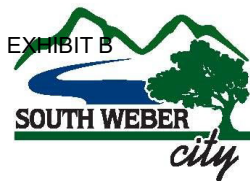
Title/Office: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BY ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

City Recorder: \_\_\_\_\_





## Ethical Behavior Pledge Form

The following pledge is required to be made annually by all officers and employees of South Weber City:

I, \_\_\_\_\_ am an employee of South Weber City.

I pledge to adhere to the ethical behavior policy as approved by the city. These topics include but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the Conflict-of-Interest Disclosure Form. I understand that state statute and city code provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the South Weber City code of ethics.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

Signed by: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BY ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

Supervisor: \_\_\_\_\_

EXHIBIT C

## Acceptable Use Policy

### Introduction

The purpose of City-provided information technology (IT) resources is to support city departments in achieving their mission and goals, and to improve city government in general. These resources are intended to assist in the efficient and effective day to day operations of city departments, including collaboration and exchange of information with and between city departments, other branches of government and others. These resources also provide public access to public information. Corporate online systems increase company production and employee effectiveness, but they can become a *time waster instead of a production enhancer* if used without policy guidelines. The employer has total discretion over employee access privileges and the nature of public discussions on the online system, making it a productive and stable environment.

Effective use of city-provided IT resources is important to the South Weber City. To help improve the effectiveness of your use of these resources, incidental and occasional personal use is permitted, as long as such use does not:

- a. Interfere with existing rules or policies pertaining to the department and the city,
- b. Disrupt or distract the conduct of city business (e.g., due to the volume or frequency)
- c. Involve solicitation
- d. Involve a for-profit personal business activity,
- e. Have the potential to harm the city, or
- f. Involve illegal activities

Note: Any resources used for personal use that incurs a cost must be reimbursed to the city.

### Privacy Issues and Legal Implications

**Employees have no expectation of privacy in the use of any IT resources.** The city has the right to access and disclose the contents of electronic files, as required for legal, audit, or other legitimate city operation or management. Do not transmit personal information about yourself or someone else using city-supplied IT resources without proper authorization. E-mail and other electronic files may be accessible through the discovery process in the event of litigation. Each of these technologies may create a "record" and therefore are reproducible and subject to judicial use.

Violation of the Information Systems Security Policy

Non-compliance to the minimum requirements or violation of South Weber City's Information Systems security policy could result in action that may include, but is not limited to, the following:

- a. Suspension
- b. Termination
- c. Other disciplinary action
- d. Civil and/or criminal prosecution

## Employee Responsibilities

Access only files, data and protected accounts that are your own, that are publicly available, or to which you have been given authorized access.

Use IT resources efficiently and productively. Refrain from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, disk space, printer paper, or other IT resources.

South Weber City employees assigned a user ID and password are solely responsible for the confidentiality of that password and the consequences resulting from misuse of the password by them or anyone else:

- a. Change your passwords with regular frequency or in accordance with the city's policy regarding the frequency of changing passwords
- b. Do not use obvious passwords
- c. When you are away from your desk, take precautions to protect your accounts

Report to the city's appropriate authority if you:

- a. receive or obtain information to which you are not entitled

(Note: Also notify the owner or sender of such information)

- b. become aware of breaches of security, or
- c. know of any inappropriate use of city-provided IT resources.

Seek the advice of the authorized person responsible for any city-provided IT resource if you are in doubt concerning your authorization to access that resource.

Adhere to copyright law regarding use of software, information, and attributions of authorship. Upon the request of the city, delete (from any computer) and return all city-provided software used for off-site work.

Conduct yourself as a representative of both the city department and city government as a whole. As a minimum, this means that you shall not use IT resources to:

- a. *Distribute offensive or harassing statements*; disparage others based on race, national origin, sex, sexual orientation, age, disability or political or religious beliefs.
- b. Distribute incendiary statements which might incite violence or describe or promote the use of weapons or devices associate with terrorist activities.
- c. *Distribute or solicit sexually oriented messages or images.*

## Unacceptable Use of IT Resources

The first and foremost rule for using these technologies is:

*Don't say, do, write, view, or acquire anything that you wouldn't be proud to have everyone in the world learn about if the electronic records are made public.*

Any use of city-provided IT resources for inappropriate purposes, or in support of such activities, is prohibited (unless authorized through job responsibilities). The following list is currently considered unacceptable use of city-provided IT resources.

### Illegal Use

Any use of city-provided IT resources for illegal purposes, or in support of such activities. Illegal activities shall be defined as any violation of local, state, or federal laws.

### Commercial Use

Any use for commercial purposes, product advertisements or “for profit” personal activity.

Sexually Explicit

Any sexually explicit use, whether visual or textual. You should not view, transmit, retrieve, save, or print any electronic files which may be deemed as sexually explicit.

Religious or Political Lobbying

Any use for religious or political lobbying, such as using E-mail to circulate solicitations or advertisements.

Copyright Infringement

Duplicating, transmitting, or using software not in compliance with software license agreements. Unauthorized use of copyrighted materials or another person’s original writings.

Unnecessary Use of IT Resources

Wasting IT resources intentionally:

- a. Placing a program in an endless loop;
- b. Printing unnecessary amounts of paper;
- c. Disrupting the use or performance of city-provided IT resources or any other computer system or network (for example, unauthorized world wide web pages, recurrent mass communications); or
- d. Storing any information or software on city-provided IT resources which are not authorized by the department.

Security Violations

- a. Accessing accounts within or outside the city’s computers and communications facilities for which you are not authorized or do not have a business need.
- b. Copying, disclosing, transferring, examining, renaming or changing information or programs belonging to another user responsible for the information or programs.
- c. Violating the privacy of individual users by reading E-mail or private communications unless you are specifically authorized to maintain and support the system.
- d. Representing yourself as someone else, fictional or real.

Viruses

Knowingly or inadvertently spreading computer viruses: “Computer viruses” are programs that can destroy valuable programs and data. To reduce the risk of spreading

computer viruses, do not import files from unknown or disreputable sources. If you obtain software or files from remote sources, follow proper procedures to check for viruses before use. You should adhere to any city-specific policy in this area.

Awareness of the following will help reduce the occurrence of viruses:

- a. All information or files electronically down-loaded from the Internet onto a workstation must be scanned before being used.
- b. All demo disks must be write-protected and scanned before use.
- c. Any electronic information being brought into South Weber City's IT environments (i.e., diskette), must be scanned before use.
- d. Zip files are of particular concern.

#### Junk Mail

Distributing "junk" mail, such as chain letters, advertisements, or unauthorized solicitations.

#### Confidential Information

Transmitting classified information under the Government Records Access and Management Act without proper security.

#### Software Security

Software forms the heart of the computers' operations and maintaining it in a secure manner is essential to ensure that the systems are available for use when required and operate in the manner in which they are intended. The software also provides a means by which security of the system can be violated and uses of particularly powerful or sensitive aspects must be controlled.

#### Hardware Security

Due regard must be given to the degree of importance that each item of IT equipment, and the information stored on it, has within South Weber City and the value of specific pieces of hardware. Measures must be taken to ensure that hardware or information on it is not rendered inoperable. Access to computer equipment shall be restricted to authorized personnel.

### Bring Your Own Device (BYOD)

Employees are allowed to purchase and use Smartphones and tablets of their choice at work for their convenience. South Weber City reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined. This policy is intended to protect the security and integrity of South Weber City's data.

Employees must agree to the terms and conditions of this policy to use their devices on the City's network.

### Acceptable Use

South Weber City defines acceptable business use as activities that directly or indirectly support the business of South Weber City.

### Personal Use

South Weber City defines acceptable personal use on company time as reasonable and limited personal communication or recreation, such as reading or game playing.

### Internet Filtering

Employees are blocked from accessing certain websites during work hours/while connected to the corporate network at the discretion of the company. Such websites may be blocked due to content or for security reasons such as viruses.

### Unacceptable Use

Devices may not be used at any time to:

- a. Store or transmit illicit materials
- b. Store or transmit proprietary information belonging to another company
- c. Harass others
- d. Engage in outside business activities
- e. Etc.

### Resources

Employees may use their mobile device to access the following company-owned resources: email, calendars, and contacts

### Use in Vehicles

South Weber City has a zero-tolerance policy for texting or emailing while driving and only hands-free talking while driving is permitted

### Reimbursement

#### Device Cost

At the discretion of the Department Head, South Weber City may reimburse the employee for all or part of the cost of the device

#### Allowance

South Weber City may pay the employee an allowance at the discretion of the Department Head while employed with South Weber City

#### Additional Expenses

South Weber City will not reimburse the employee for the following charges: roaming, plan overages, etc.

## Devices and Support

### Phones

Smartphones including iPhone, Android, Blackberry and Windows phones are allowed

### Tablets

Tablets including iPad and Android are allowed

### Connection Issues

Connectivity issues are supported by ISM; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues

### Setup

Devices must be presented to ISM for proper job provisioning and configuration for wireless access

## Risks/Liabilities/Disclaimers

### Termination

South Weber City reserves the right to disconnect devices or disable services without notification

### Lost Devices

Lost or stolen devices must be reported to the company within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

### Acceptable Use

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above

### Liability

The employee is personally liable for all costs associated with his or her device

### Data Loss

The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable

### Disciplinary Action



South Weber City reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy

## Social Networking

The purpose of South Weber City's social networking policy is to allow the company to take advantage of social media's business benefits and promote its products/services, contribute to the relevant online dialog, and better engage with customers and prospects, while avoiding the significant risks involved.

South Weber City reserves the right to monitor how employees use company-owned property, including computers and networking equipment, and employees should be mindful that any and all web browsing they do on the company's premises may be monitored.

### Acceptable Use

#### Discrimination

Employees are forbidden from using social networks to post or display comments about co-workers, supervisors or South Weber City that are vulgar, obscene, threatening, harassing, or a violation of South Weber City's policies on discrimination or harassment

#### Confidential Material

Employees may not use social networks to disclose any confidential or proprietary information about South Weber City or its employees, customers or business partners

#### Identity

When appropriate, employees should disclose their relationship with South Weber City in their online posts and refrain from speaking on behalf of South Weber City when not authorized

### Unacceptable Use

Social media use is subject to the same workplace policies employees must follow in other situations, including but not limited to South Weber City's policies regarding harassment, discrimination, defamation, confidentiality, non-competition and general Internet use.

South Weber City employees should keep in mind that they are personally responsible for what they post online and be mindful that what they say will be available publicly for a long time.

## Overview of Technologies

The following are examples of technologies that this policy governs. As new technologies gain popularity and use, they too will be governed by this policy. This overview will increase understanding of the uniqueness of these technologies as they relate to creating electronic 'records. Each of these technologies creates an electronic record. This is what separates these from other forms of communications such as telephone conversation. An electronic record is reproducible and therefore deserves special recognition.

### E-mail

E-mail is a major means of communication in city government, and it offers an efficient method of conducting city business. E-mail, as defined in this document, consists not only of the city-provided E-mail system, but also the act of sending and receiving E-mail through the Internet.

There are a number of characteristics that distinguish e-mail from other means of communication, such as paper records, telephones, and information stored on electronic media such as diskettes. Awareness of these characteristics should guide your use of E-mail.

#### a. Backups

As part of standard computing and telecommunications practices to prevent loss of data, E-mail systems and the systems involved in the transmission and storage of E-mail messages usually are "backed up" on a routine basis. This process results in copying data, such as the contents of an E-mail message, onto storage media that may be retained for periods of time and in locations unknown to the sender or recipient of a message. The frequency and retention of backup copies vary from organization to organization. While it may be difficult and time consuming, it should be assumed backup copies of e-mail messages exist and can be retrieved, even though the sender or recipients has discarded his/her copy of a message.

#### b. Special Status

While password protecting your E-mail account is beyond usual measures taken to protect access to paper records and telephones, it does not confer a special status on E-mail records with respect to applicability of laws policies and practices.

#### c. Monitoring

In the course of their work, managers, network and computer operations personnel or *system administrators may monitor the network or E-mail system*. It should be assumed that the content of e-mail messages may be seen by these authorized individuals during the performance of their duties.

d. Forgeries

No system of communication is completely secure, including E-mail. Just as with paper communications, and E-mail message can be forged, and it can be distributed beyond the address list originally defined by its author.

e. Viruses

Executable files (e.g., \*.exe, \*.com) can be transmitted via E-mail. You must always check executable files attached to E-mail messages for viruses before they are executed on city-provided IT resources.

f. Legal Implications

E-mail and other electronic files may be accessible through the discovery process in the event of litigation.

Facsimile (Fax)

Fax machines, in the past, simply created a paper copy of the original message. With today's technology, this is becoming less and less true; and electronic copy may be created. The same rules governing acceptable use of other city-provided IT resources also apply to the use of fax technology. The faxed message may be "backed up" onto other storage media. As with other technologies the content of faxed messages may be seen by authorized individuals during the performance of their duties.

Use of fax technology does not always require a password for access. Recipients should not assume that the sender is always reported. A fax should always be perceived as a non-private communication method. Remember, anyone at the other end may read your fax.

Internet

The Internet provides the ability to communicate, collaborate with others and access information throughout the world. However, there is little in the way of hierarchy or control of the information available. Increased access to computers and people all over the world also brings the availability of controversial material that may not be considered of value to an individual or the city.

Even if you are able to encrypt your data, anything you transmit over the Internet is subject to interception, reading, and copying by other people. This includes E-mail, personal information and passwords that are transmitted when you log into an account or log into another computer. The following guidelines should be followed when accessing the Internet:

- a. Internet access will only be authorized after formal approval is granted by South Weber City.

- b. It is forbidden for South Weber City personnel to use the Internet in a way that violates the privacy rights of others or in a way that breaches restrictions under relevant laws and legislation (e.g., advertising, copyright, libel and defamation).
- c. South Weber City's Internet access should never be used for personal gain. Games, or other personal recreation, letter writing campaign, chain letters, solicitation or other activities that might be construed as illegal or unethical.
- d. Data or other information downloaded from any Internet site must be scanned for viruses.
- e. The Internet is an unsecured communication medium and must not be used to transmit confidential, sensitive or proprietary business information.

#### Voice Mail

Voice mail is a means of communication that is in and of itself unique. It is similar to a telephone conversation, but it creates a "record". This should always be remembered by anyone using this technology. By the very definition of a record, the sender must remember that the message can also be saved, replayed, and shared with others that the sender did not intend. It also can be used in litigation. The same rules of password protection and confidentiality that concern other technologies also apply here.

#### Emerging Technologies

This policy does not address the specific details of technologies that are not yet to be invented or implemented within city government. This policy should be sufficient to allow you to determine the acceptable use of any new or emerging technology. If you have any questions regarding appropriate use of particular technology not specifically covered in this policy, please contact the appropriate individual in the city.

1. *Your judgement regarding incidental and occasional personal use is important. While this policy does not attempt to articulate all required or proscribed behavior, it does seek to assist in such judgement by providing the above guideline. If you are unclear about the acceptable "personal" use of a city-provided resource or wish to use the resource for what may be considered as a good cause, seek authorization from the city department's appropriate authority.*
2. *Use caution when sending classified information. Always display "CONFIDENTIAL" on the screen when sending classified information. Confirm that encryption has been enabled. Inform the recipient of the information's classification, their responsibility to keep it private, and their responsibility to dispose of it in a secure manner at the end of its retention period.*

EXHIBIT D

## SOUTH WEBER CITY

### COMPUTER ACCESS AGREEMENT

Please **read and initial** each of the following:

- \_\_\_\_\_ 1. As an employee of South Weber City, I have received a copy of South Weber Information Technology Resources Acceptable Use Policy. I hereby accept and agree to abide by the standards set in the policy and as outlined below for the duration of my employment with South Weber City including, but not limited to the following:
- \_\_\_\_\_ 2. The computer system is **South Weber City property** and has been developed for city business. The use of IT resources is for the benefit of the city government.
- \_\_\_\_\_ 3. I understand that **personal** e-mail and personal Internet browsing should not be done on city time.
- \_\_\_\_\_ 4. Installation or introduction of **unauthorized software** to a city owned computer network is prohibited.
- \_\_\_\_\_ 5. I understand that **unauthorized copying** of software from city computers to personal computers is illegal.
- \_\_\_\_\_ 6. I will access only files, data and protected accounts that are my own, that are publicly available, or to which I have been given **authorized access**.
- \_\_\_\_\_ 7. I understand **data stored on city equipment is for city use**. Any unauthorized transmission or copying of information, electronically or otherwise, is prohibited.
- \_\_\_\_\_ 8. I will not view or transmit any **crude, vulgar, or sexually explicit material**, whether visual or textual. I understand that I should not view, transmit, retrieve, save, or print any material which may be deemed inappropriate.

- \_\_\_\_\_ 9. It is the employee's responsibility to demonstrate the need for city related access to the **Internet**. I understand that I will need to be able to justify my Internet use periodically.
  
- \_\_\_\_\_ 10. It is the employee's responsibility to **report any inappropriate use of e-mail or the Internet**.
  
- \_\_\_\_\_ 11. Under no condition shall you give your password to another person. To **protect your password**, change it frequently, and don't use obvious passwords.
  
- \_\_\_\_\_ 12. Violation of any of these policies **could result in termination** of employment.

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

\_\_\_\_\_  
Date

EXHIBIT E

### HOTLINE REPORTING FORM

**Email completed form to:**

Hotline@southwebercity.com

**or Mail to:**

South Weber City  
Attn: Internal Auditor  
1600 E South Weber Dr  
South Weber, UT 94405

**Complainant Information:**

<b>Complainant to remain anonymous?    Yes      No</b>		
<b>Complainant would like a response?    Yes      No</b>		
<b>Complainant Name</b>	<b>Check One</b> <input type="checkbox"/> Elected Official <input type="checkbox"/> Entity Employee <input type="checkbox"/> Citizen/Contractor	<b>Date Submitted</b>
<b>Home Address</b>		
<b>Phone/cell/email</b>		
<b>Work Address and information (if applicable)</b>		

**Information Concerning the Complaint (Please complete one form for each separate complaint)**

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

<b>Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)</b>
<b>Who is the above person's supervisor? (Please provide name, position, and phone#)</b>
<b>What is the assertion of improper governmental activity? Please describe in detail.</b>
<b>When did the event(s) take place? Please include dates, time, and frequency.</b>
<b>Where did the event(s) occur?</b>



<p><b>Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?</b></p>
<p><b>Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)</b></p>
<p><b>How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?</b></p>
<p><b>What specific law or state regulation has been violated?</b></p>

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

**Appendix A**

Bereavement Leave Form

Grievance Leave Form

Health Compensation Form

Jury Duty Form

Mileage Reimbursement Form

Outside Employment Form

Sick Leave Form

Travel Request Form

Tuition Reimbursement Form

Vacation Leave From

**RESOLUTION 22-33**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
AMENDING THE POLICIES & PROCEDURES MANUAL**

**WHEREAS**, the Administration/Finance Committee has chosen to review and update the manual annually to identify minor policy and procedural changes; and

**WHEREAS**, staff reviewed the manual and made recommendations to the committee any items needing clarification and standardization; and

**WHEREAS**, additional alterations were made to comply with state law passed in recent legislation;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Amendment:** The South Weber Policies and Procedures Manual is hereby amended as contained in the attached Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

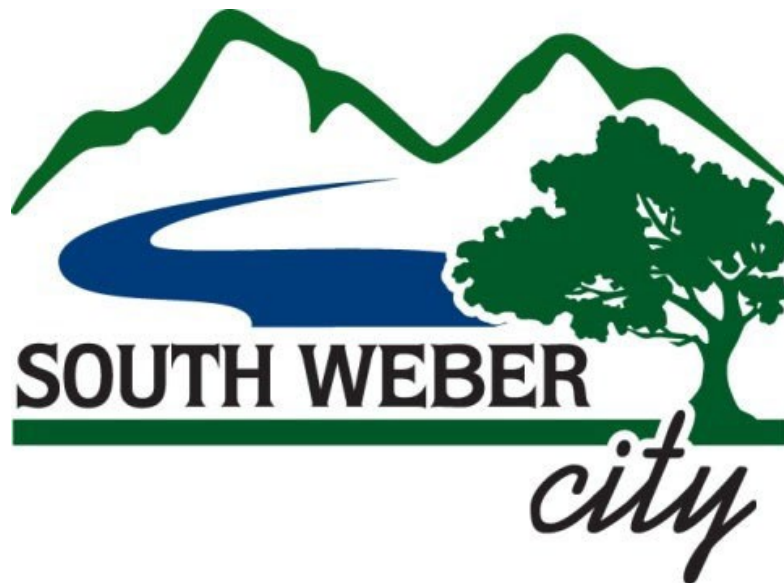
**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**

**EXHIBIT 1**  
**SOUTH WEBER CITY**  
**POLICIES AND PROCEDURES**



## **Policies and Procedures**

Amended June 28, 2022  
(Res. 22-33)

**CHAPTER 1: INTRODUCTION**

- 1.010. Intent and Purpose
- 1.020. Interpretation
- 1.030. Acknowledgement Form
- 1.040. Amendments
- 1.050. Disclaimer

**CHAPTER 2: ADMINISTRATION**

- 2.010. Personnel Director
- 2.020. Employee Definitions
- 2.030. Classification Plan
- 2.040. Personnel Records

**CHAPTER 3: HIRING**

- 3.010. Equal Opportunity Employer
- 3.020. Recruitment
- 3.030. Introductory Period
- 3.040. Employment of Relatives (NEPOTISM)

**CHAPTER 4: COMPENSATION**

- 4.010. Compensation
- 4.020. Annual Review
- 4.030. Garnishments
- 4.040. Exempt and Non-Exempt Employees
- 4.050. Overtime
- 4.060. On-Call
- 4.070. Differentials and Compensation
- 4.080. Holiday Pay
  - 4.090. Paid Leave
  - 4.100. Unpaid Leave
  - 4.110. Leave Procedures
  - 4.120. Leave Procedures Exceptions
  - 4.130. Vacation Leave
  - 4.140. Sick Leave
  - 4.150. Family and Medical Leave Act
  - 4.160. Military Leave
  - 4.170. Jury Duty Leave
  - 4.180. Injury Leave
  - 4.190. Bereavement Leave
- 4.200. Employee Recognition Program
- 4.210. Employee Wellness Program
- 4.220. Employee Assistance

**CHAPTER 5: BENEFITS**

- 5.010. Disclaimer
- 5.020. Retirement
- 5.030. Medical and Dental

**CHAPTER 9: EVALUATION AND DEVELOPMENT**

- 5.040. Life Insurance
- 5.050. Workers Compensation
- 5.060. Family Activity Center Membership

**CHAPTER 6: WORKING CONDITIONS**

- 6.010. Work Hours
- 6.020. Americans with Disabilities Policy
- 6.030. Harassment Policy
- 6.040. Sexual Harassment Policy
- 6.050. Workplace Violence Policy

**CHAPTER 7: CONDUCT**

- 7.010. Personal Appearance
- 7.020. Public Relations
- 7.030. Working Relations
- 7.040. Employee Ethics
- 7.050. Honesty
- 7.060. Confidentiality
- 7.070. Outside Employment
- 7.080. Personal Activities
- 7.090. Electronic Communications Policy
- 7.100. Information to the Public
- 7.110. Use of City Vehicles Policy
- 7.120. Equipment Policy
- 7.130. Drug and Alcohol Policy
- 7.140. DOT Drug and Alcohol Testing
- 7.150. No Smoking Policy
- 7.160. Notary Public Services Policy
- 7.170. Reporting Fraud and Abuse
- 7.180. City Hotline
- 7.190. Cash Receipting and Deposit
- 7.200. Conflict of Interest
- 7.210. Flag Display Policy

**CHAPTER 8: SAFETY**

- 8.010. Employee Duties
- 8.020. Report of Accident
- 8.030. Risk Management Polices
- 8.040. Occupational Injuries and Accidents
- 8.050. Workers' Compensation Claims
- 8.060. Medical Examinations
- 8.070. Claims and Lawsuits

- 9.010. Performance Evaluation System
- 9.020. Tuition Aid Program
- 9.030. Training and Travel

**CHAPTER 10: GRIEVANCES**

- 10.010. Grievances
- 10.020. Informal Grievance Procedure
- 10.030. Formal Grievances
- 10.040. Appeal
  - 10.050. Retaliations
  - 10.060. Records

**CHAPTER 11: DISCIPLINE**

- 11.010. General Conduct
- 11.020. Responsibility for Discipline
- 11.030. Investigation
- 11.040. Levels of Discipline
- 11.050. Administrative Leave
- 11.060. Probation
- 11.070. Suspension
- 11.080. Demotion
- 11.090. Dismissal
- 11.100. Pre-Disciplinary Action Hearing
- 11.110. Appeals

## CHAPTER 1: INTRODUCTION

### **1.010. Intent and Purpose.**

### **1.020. Interpretation.**

### **1.030. Acknowledgment Form.**

### **1.040. Amendments.**

### **1.050. Disclaimer.**

### **1.010. Intent and Purpose.**

The purpose of these Policies and Procedures is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with South Weber City. The intent of South Weber City is to comply with all federal and state laws and regulations applicable to the City and/or its employees, whether mentioned herein or not. Except as otherwise specifically provided, these Policies and Procedures supersede all prior policies and procedures of the City which are inconsistent with the matters stated herein:

1. Compensation.
2. Annual Review.
3. Garnishments.
4. Exempt and Non-Exempt Employees.
5. Overtime.
6. Compensatory Time.
7. Call-Backs.
8. Differential Pay,
9. Holiday Pay.
10. Paid Leave.
11. Unpaid Leave.
12. Leave Procedures.
13. Leave Procedures Exceptions.
14. Vacation Leave.
15. Sick Leave.
16. Family and Medical Leave.
17. Military Leave.
18. Jury Duty Leave.
19. Injury Leave.
20. Bereavement Leave.

The City reserves the right to change these Policies and Procedures by City Council resolution at any time, and for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in the Policies and Procedures Manual do not constitute an express or implied contract with any person.

### **1.020. Interpretation.**



It is the policy of South Weber City that the City Manager shall provide the official interpretation of these Policies and Procedures. Department Heads and Supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City Manager. Employees may appeal any decision or interpretation of these Policies and Procedures to the City Manager that are affecting his or her employment in accordance with the grievance procedures set forth in Chapter 10.

**1.030. Acknowledgment Form.**

It is the policy of South Weber City that all City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form, as provided by the City, attesting to the fact that he or she: (1) has received a copy of these Policies and Procedures; and (2) will take the opportunity to read and understand the provisions set forth herein.

**1.040. Amendments.**

It is the policy of South Weber City that the City reserves the right to unilaterally alter, amend, except, or revoke any policy, practice, or procedure set forth herein at its sole discretion.

**1.050. Disclaimer.**

It is the policy of South Weber City that the information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City Manager, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice, or procedure set forth herein. The provisions of these Policies and Procedures are intended to also apply to members of the City Council, Planning Commission, Appeal Authority, and/or any other commissions or committees of the City.

## CHAPTER 2: ADMINISTRATION

### 2.010. Personnel Director.

### 2.020. Employee Definitions.

### 2.030. Classification Plan.

### 2.040. Personnel Records.

### 2.010. Personnel Director.

The City Manager shall designate and supervise an employee to fulfill the duties and responsibilities of Personnel Director to other personnel as deemed appropriate and as authorized by law. The duties and responsibilities of the Personnel Director include, but are not limited to the following:

- (a) To develop, implement, and administer these Policies and Procedures;
- (b) To promote the fair treatment of employees and the administration of these Policies and Procedures; and
- (c) To review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Council.

### 2.020. Employee Definitions.

City employees are categorized as follows:

**(a) Full-Time and Exempt.** Employees who are scheduled to work forty (40) hours per week or more on a regular basis and who are not considered limited employees as defined herein. Full-time and exempt employees are eligible for all City benefits.

**(b) Part-Time.** Employees who are scheduled to work twenty-nine (29) hours or fewer per week on a regular basis and who are not considered limited employees as defined herein. Part-time employees are not eligible for benefits except as otherwise specifically provided herein or as otherwise required by law. Part-time employees shall be deemed at-will employees and are subject to termination with or without cause.

**(c) Limited or Volunteer.** Employees who are hired to work on a temporary, seasonal, provisional, volunteer, or emergency basis, or for a period of employment expected to last no longer than seven (7) months or less than twenty-nine (29) hours per week. Limited employees are not eligible for any benefits and shall be deemed at-will employees subject to termination with or without cause.

**(d) Introductory Employees.** Employees who are in their first twelve (12) months of employment at their respective position are introductory employees. The successful completion of the one (1) year introductory period should not be construed as creating a contract or as guaranteeing employment for any specific duration with the City. Introductory employees are considered at-will during their introductory period and are subject to termination with or without cause.

**2.030. Classification Plan.**

It is the policy of South Weber City that the City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

**2.040. Personnel Records.**

**(a) Personnel Records.** It is the policy of the City to maintain personnel records concerning its employees. Such records may include, but are not limited to records regarding hiring, compensation, paid and unpaid leave, awards, grievances, disciplinary action, education, training, and other relevant records. Personnel records are all protected by and subject to Government Records Access Management Act (GRAMA).

**(b) Updates.** Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions, and related information so that the employee's personnel records may be accurately maintained.

**(c) Maintenance.** Personnel records shall be maintained, classified, and accessed in accordance with GRAMA, as adopted and amended by the City.

**(d) Access.** It is the City's policy to allow access to personnel records in accordance with applicable law. Employees may have reasonable access to their own personnel records during regular business hours. Employees may examine and make copies of their own personnel records under the direct supervision of the City Manager, or his or her designee, subject to the provisions of GRAMA, as adopted and amended by the City.

## CHAPTER 3: HIRING

### **3.010. Equal Opportunity Employer.**

### **3.020. Recruitment.**

### **3.030. Introductory Period.**

### **3.040. Employment of Relatives.**

### **3.010. Equal Opportunity Employer.**

South Weber City is an "Equal Opportunity Employer", and it is the policy of the City to comply with federal and state equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion, or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, disability, or status as a veteran, in accordance with applicable federal and state laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

### **3.020. Recruitment.**

It is the policy of South Weber City that recruitment, selection, and hiring of all applicants for job positions within the City shall be conducted in accordance with recruitment procedures approved by the City Manager. The City shall conduct pre-hire criminal background checks on all full-time, part-time, seasonal, or volunteer employees, and may conduct criminal background checks on such employees at other random times. The City shall also conduct pre-hire financial background checks on executive employees including the City Manager and department directors; and may conduct additional financial backgrounds checks for executive employees at other random times. Firefighters shall pass department physical evaluations prior to being hired.

### **3.030. Probationary Period.**

It is the policy of South Weber City that the first six (6) months of employment with the City shall be considered a "Probationary Period" which shall be used as a training and evaluation period for the City to observe the employee's ability to perform the various duties pertaining to the position and for the employee to determine whether or not the position adequately meets his or her own expectations and personal needs. The City considers the probationary period an intrinsic part of the employee selection process during which the employee will be carefully observed by the City. At the end of the Probationary Period, the employee's Supervisor shall conduct an evaluation of the employee in accordance with the performance evaluation procedures set forth in Chapter 9 and prepare a final Probationary Period Performance Evaluation to the City Manager recommending whether the employee should be retained, terminated, or extended. The employee's Supervisor may recommend an additional probationary period of up to 6 months as approved by the City Manager. Probationary employees are considered at-will during their probationary period subject to termination with or without cause.

### 3.40. Employment of Relatives (Nepotism)

It is the policy of South Weber City to prevent an environment where favoritism, real or perceived, can exist; and to define the conditions under which relatives of City employees may be considered for employment in accordance with UCA 52:3.

1. A relative is defined as the employees' husband, wife, parent, stepparent, nephew, niece, grandparent, son-in-law, daughter-in-law, sister, stepsister, brother, stepbrother, son, stepson, daughter, stepdaughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin.
2. A person shall not be hired within the same department as an employed full- or part-time relative.
3. Limited or volunteer employees who are related may be hired within the same department as long as one relative does not supervise the other. In the event that a department has related limited or volunteer employees working, and one is hired for a full- or part-time position, the other relatives shall be allowed to continue working for the duration of their assignment but shall not be eligible for rehire or appointment in the same department as long as the first relative is a full-time or part-time employee.
4. If two employees in the same department marry, one employee shall be required to immediately transfer to another department (subject to available positions) or terminate employment with the City.
5. If two employees in the same department become related as a result of a marriage, but are not married to each other, and the relationship creates a disruption of work or of the work environment or any other problem not conducive to an effective work environment, an appropriate remedy shall be implemented by the Department Director on a case-by-case basis. In most cases, it is anticipated that the appropriate remedy shall be that one employee must transfer to another department (subject to available positions) or terminate employment.
6. No employee who is related to someone within the same department shall be promoted to a Department Director or any management position.
7. Any employee who in any way attempts to influence the hiring of his/her relatives for any position shall be subject to disciplinary action.

## CHAPTER 4: COMPENSATION

- 4.010. Compensation.**
- 4.020. Annual Review of Compensation Plan.**
- 4.030. Garnishments.**
- 4.040. Exempt and Non-Exempt Employees.**
- 4.050. Overtime and Compensatory Time.**
- 4.060. On-Call.**
- 4.070. Differential Pay**
- 4.080. Holiday Pay.**
- 4.090. Paid Leave.**
- 4.100. Unpaid Leave.**
- 4.110. Leave Procedures.**
- 4.120. Leave Procedures Exceptions.**
- 4.130. Vacation Leave.**
- 4.140. Sick Leave.**
- 4.150. Family and Medical Leave.**
- 4.160. Military Leave.**
- 4.170. Jury Duty Leave.**
- 4.180. Injury Leave.**
- 4.190. Bereavement Leave.**
- 4.200 Exempt Employee Leave**
- 4.210. Employee Recognition Program**
- 4.220. Employee Wellness Program**
- 4.230. Employee Assistance Program**

### **4.010. Compensation.**

It is the policy of South Weber City that compensation shall be based upon the City's compensation plan and includes, but is not limited to, the pay grade schedule and the salary schedule as adopted by the City. The City will establish and maintain pay programs and practices based on market conditions to support and maintain up-to-date information for the City's compensation plan, pay grade schedule, and salary schedule.

The City's compensation program recognizes individual performance. Employees will be eligible for pay increases based on their individual performance throughout a performance year, subject to range maximums for their position.

### **4.020. Annual Review of Compensation Plan.**

It is the policy of South Weber City that the employee compensation plan should be reviewed annually by the City Manager who may recommend appropriate changes to the City Council for approval or denial. The City Council may review and make changes or recommendations to the Compensation Plan at any time in accordance with applicable procedures regarding the same.

**4.030. Garnishments.**

It is the policy of South Weber City that an employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies, and procedures as provided by law.

**4.040. Exempt and Non-Exempt Employees.**

It is the policy of South Weber City that for purposes of overtime compensation under the Fair Labor Standards Act, the City Manager shall be deemed "exempt" and designate other exempt positions in the City through job description. All other employees of the City are hereby designated as "non-exempt."

**4.050. Overtime and Compensatory Time.**

It is the policy of the South Weber City that exempt employees will not receive overtime compensation. Nonexempt employees may receive overtime compensation at a rate of one and one-half times their regular rates of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. No employee may perform work over his or her designated hours without prior approval of their Department Director. Overtime accrued by employees without Department Director approval are subject to disciplinary action.

Employees may request compensatory time off in lieu of cash overtime payments in accordance with the leave procedures set forth herein. Compensatory time may be accrued up to 240 hours at the calendar year end. Compensatory time over 240 will be paid out biannually. The City encourages employees to use compensatory time for the health, welfare, and benefit of the employee. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the department within which the employee works. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment. Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act. Nothing in this or any other policy shall be construed to give an expectation or right to continued or future compensatory time hours.

**4.060. On-Call.**

It is the policy of South Weber City that in order for the City to quickly respond to emergencies involving the City's water, sewer, and other utilities it is necessary that qualified employees of the Public Works Department remain on-call during nights, weekends, and holidays. Employees who are on-call shall remain within thirty (30) minutes of the City and be able to receive phone inquiries at all times during the on-call period. When an employee is required to be on-call he or she shall be compensated, at a rate \$22.00 (twenty-two dollars) per day (\$154.00 [one hundred fifty-four dollars] per week), and in the event that on-call time includes a paid holiday, compensation shall be an additional \$22.00 per holiday, for making themselves available during the on-call period; and when called out the employee shall be compensated at his or her regular rate of pay for a minimum of two (2) hours. Telephone requests for information to or from the employee's home

or cellular phone shall not be considered as compensable time if the call transpires to be less than 15 minutes of telephone time.

#### 4.070. A. Differential Pay and Certifications

It is the policy of South Weber City to provide differential pay for specific professional certifications that contribute directly to the ability of an employee to provide a broader range of service to the community or to provide a current service at a reduced cost. For the purposes of recognizing and rewarding employees who improve their skills, knowledge, and proficiency in carrying out their assigned functions through additional training and certification beyond what is normally required for the position, the following guidelines have been established:

1. Professional certifications, which qualify an employee for differential pay, must represent a level of training and skill beyond what is required to perform the regularly assigned duties of the position.
2. The **City Manager** shall evaluate requests for differential pay to ensure compliance with this Policy.
3. Employees eligible to receive differential pay must submit proof of the initial certification and of all renewals and/or recertification to the **City Manager**.
4. The differential pay shall be effective the first pay period after proof of certification has been submitted. It shall terminate the pay period in which the employee is no longer certified.
5. Personnel Director shall be responsible for maintaining records of all certifications and expiration dates, and to terminate the differential if proof of re-certification has not been provided.
6. Approved differentials are as follows:

A. All employees in the Public Works Department, including the Department Director, who become certified with the State of Utah as a Grade I, II, III or IV Systems Operator are eligible to receive differential pay as follows (differential rates are not cumulative):

- Grade I
- Grade II
- Grade III
- Grade IV
- Backflow/Cross Connection\*\*
- Certified Inspector for Sediment and Erosion Control\*
- Certified Professional in Storm Water Quality\*
- Certified Professional in Sediment and Erosion Control\*
- Registered Storm Water Inspector\*

\* Available for Public Works or Building Inspections employees.

\*\* Available for designated Parks employees.



B. Employees in the parks section and storm water section who become certified by the Professional Lawn Care Association of America (PLCAA) as a Certified Turf-grass Professional are eligible to receive a differential in addition to their regular salary.

C. Employees classified as a Building Inspector must have ICC Building, Electrical, Mechanical, and Plumbing certifications in accordance with the job description. In addition, they receive differential pay for the following certifications.

- ICC Fire Inspector Certification (requires CBO approval)
- ICC Building Plans Examiner
- ICC Electrical Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Residential Plans Examiner
- ICC Property Maintenance and Housing Inspector
- ICC Disaster Response Inspector
- ICC Accessibility Inspector/Plans Examiner Certification
- ICC Commercial Energy Inspector
- ICC Residential Energy Inspector/ Plans Examiner
- ICC Chief Building Official Legal/ Management Module
- ICBO Structural Masonry Special Inspector Certification  
(Requires CBO approval)

D. Employees who are fluent in Spanish and regularly communicate with Spanish speaking customers are eligible to receive a differential. This differential must be requested by the City Manager on a case-by-case basis.

E. South Weber City agrees to expend the costs of professional certification(s), such as, examinations, and C.E.U.'s (continued education unit). In the event that an employee fails an examination, it is to the discretion of the City Manager to hold the employee responsible for the examination payment.

#### **4.080. Holiday Pay.**

It is the policy of South Weber City that all full-time employees shall receive holiday pay for each of those days defined herein as legal holidays of the City. Employees shall be compensated 8 hours for a holiday if working a regular schedule or 10 hours if working a 4/10s schedule.

The following days, with the exception of Employee Birthdays, are defined as legal holidays upon which all offices of the City shall be closed, except those offices required by law or necessity to remain open. In the event the holiday falls on a Sunday, the following Monday shall be the holiday, and in the event the holiday falls on a Saturday, the preceding Friday shall be the holiday.

- (a) New Year's Day - January 1st;
- (b) President's Day - third Monday in February;
- (c) Memorial Day - last Monday in May;
- (d) Independence Day - July 4th;
- (e) Pioneer Day - July 24th;
- (f) Juneteenth – June 19th;

- (g) Labor Day - first Monday in September;
- (h) Columbus Day - second Monday in October;
- (i) Thanksgiving - fourth Thursday in November;
- (j) The day after Thanksgiving;
- (k) Christmas Day - December 25th;
- (l) Either the day before or after Christmas as determined by the City Manager; and
- (m) Employee's Birthday; or equivalent time off if the birthday falls on a weekend or holiday.

South Weber City will automatically adopt any future paid holidays which are adopted by the state and/or federal government.

Full-time employees required to work on a legal City holiday shall receive an equivalent amount of time off on an alternate day as approved by his or her Supervisor or receive a wage at one and one-half times the straight-time rate for the hours worked on the holiday. Part-time employees required to work on a legal City holiday shall receive a wage at one and one-half times the straight-time rate for the hours worked on the holiday. Employees must have authorization from their supervisor prior to working on a holiday. Holidays occurring during an employee's vacation or sick leave are not counted as vacation or sick days; excluding those employees who are scheduled to work on the holiday and will be given an alternate day off for the holiday.

Fire and public works employees required to work on a premium holiday as defined by this Policy shall receive a wage at two times the straight-time rate for the hours worked on the holiday. The following are considered premium holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

In the event that a holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. Should the holiday fall on a Sunday, the following Monday shall be treated as a holiday. For eligible employees, the employee BIRTHDAY holiday can only be taken as scheduled, and with prior authorization by their supervisor. It must be taken by the employee within one week (before or after) the employee's birthdate in one full day segment or two half-day segments on consecutive days.

#### **4.090. Paid Leave.**

Full-time employees are eligible to accrue vacation leave, sick leave, and other paid leaves as may be established by the City. Part-time employees who at the time of the adoption of this Policy accrue vacation and sick leave shall continue to be afforded this benefit at the accrual rates set forth herein. No paid leave shall accrue or be granted to non-qualifying part-time and limited employees unless otherwise approved by the City.

#### **4.100. Unpaid Leave.**

Employees may be granted unpaid leave under certain circumstances in accordance with the procedures set forth herein. Unless otherwise provided by law, such as military or family and medical leave, unpaid leave is a privilege and not a right. Employees shall not be entitled to the

accrual of any vacation or sick leave credits during the period of extended unpaid leave, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. Unless otherwise required by law, the employee may be required to pay for continuation of insurance benefits during unpaid leave.

#### **4.110. Leave Procedures.**

**(a) Leave Request Form.** Except as provided in Sections 4.120, employees desiring leave, whether paid or unpaid, shall file an Employee Leave Request Form with his or her Supervisor in accordance with such procedures as established by the City. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

**(b) Approval.** Department Heads shall approve or deny employee leave requests at his or her discretion, except as otherwise provided herein. Any approved employee leave request shall be signed by the Department Head and City Manager stating any special provisions or conditions for the leave. Employees who do not answer to a Department Head shall submit all leave requests to the City Manager. Any Employee Leave Request exceeding thirty (30) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager to ensure that the appropriate notice and records are maintained for such leave. Department Heads desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the department during the Department Head's absence.

**(c) Status.** Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. Department Heads or the City Manager may, at any time during an employee's absence due to illness or injury, request a written physician's verification of the employee's illness or condition and its expected duration.

**(d) Compensation.** Eligible employees shall be compensated for paid leave at his or her regular rate of pay.

**(e) Records.** Original Leave Request Forms shall be maintained by the Personnel Director in accordance with the Government Records Access and Management Act, as adopted and amended by the City.

#### **4.120. Leave Procedures Exceptions.**

Exceptions to the leave procedures set forth in Section 4.110 shall be made in the following instances:

**(a) Absence due to illness.** In the event an employee is absent due to illness the request for leave may be handled by a telephone report to his or her supervisor or Department Head. In the event the Supervisor or Department Head is not available, the employee may notify

the City Manager. Such notice shall be given as soon as practical before the employee's work shift begins.

**(b) Family Accident, Medical, or Other Emergency.** In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or Department Head. In the event the Supervisor or Department Head is not available, the employee may notify the City Manager. Such notice shall be given as soon as practical under the circumstances.

**4.130. Vacation Leave.**

**(a) Eligibility.** Full-time employees are eligible to accrue vacation leave in accordance with their tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave upon accrual. Part-time employees who, at the time of the adoption of this Policy, accrue vacation leave shall continue to be afforded this benefit at the accrual rates set forth herein. No other employees shall accrue and be eligible to use vacation leave as provided herein.

**(b) Employee Accrual Rates.** Full-time employees may accrue vacation hours according to the following table:

Years of Employment with South Weber City	Vacation Hours Accrued Per Pay Period
0-4	4
5-9	5
10+	6

Any and all employees currently accruing vacation time at any rate higher than 6 hours per pay period at the time of this Policy update will continue to accrue at their current rate.

**(c) Accumulation.** Vacation leave is credited to each employee on a per pay period basis. In the first year of hire in an eligible position vacation shall accrue from the date of hire for that position at four (4) hours per pay period. Employees can accumulate and carry forward to the next calendar year a maximum of two hundred and forty (240) hours. Any unused vacation hours in excess of two hundred and forty (240) hours will be forfeited at the end of each calendar year on December 31st. Upon good cause and request from the employee's Department Head a thirty to sixty (30-60) day extension of the December cut-off date may be considered by the City Manager.

**(d) Scheduling.** Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be filed in writing to the employee's Department Head, or his or her designee, in accordance with the employee leave request procedures set forth herein. The City will try to honor employees' requested vacation dates but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. The City retains the options, in the event of an emergency, to pay any employee in lieu of accrued vacation credit, if any vacation request cannot be granted in the best interest of the City.

**(e) Miscellaneous.** A paid holiday which occurs during vacation leave will not be charged as a vacation day.

**(f) Termination.** Upon termination of employment with the City other than for cause, eligible employees shall be entitled to cash in lieu for unused vacation leave at his or her regular rate of pay at the date of termination.

**(g) Annual Cash Out.** Employees may cash out up to 80 hours of their accrued vacation hours once per year. An employee who cashes out hours must retain no less than 40 hours.

#### **4.140. Sick Leave.**

South Weber City provides eligible employees with paid sick leave each year to cover approved absences due to illness.

**(a) Eligibility.** All full-time employees are eligible to accrue sick leave at the accrual rates set forth herein.

**(b) Accrual.** Full-time employees may accrue up to twelve (12) days of paid sick leave, or to accrue ninety-six (96) hours per year. Eligible part-time employees shall accrue sick leave at a rate of six (6) days per year, or to accrue forty-eight (48) hours per year.

**(c) Utilization of Sick Leave.** Eligible employees may utilize sick leave for the following purposes:

- (1) Employee illness or injury
- (2) Illness or injury of an employee's immediate family member. For purposes of this section only, immediate family member includes; spouse, partner, significant other, son, daughter, parent, parent-in-law, or anyone else living in the same household, and anyone for whom the employee has legal guardianship
- (3) Dental and medical appointments
- (4) The use of paid sick leave may not exceed forty (40) hours in a work week

**(d) Notification.** Employees are expected to notify their supervisor prior to or at the beginning of their scheduled work period. Employees, at the discretion of the Supervisor, may be required to provide written verification by his or her doctor stating the reasons the employee was unable to work due to illness.

**(e) Records.** Sick leave shall be recorded on the employee's timecard.

#### **4.150. Family and Medical Leave.**

**(a) Purpose.** It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the federal Act shall control.

The provisions of this Section are intended to supersede the unpaid leave provisions provided elsewhere in these Policies and Procedures.

**(b) Eligible Employees.** Employees eligible for Family and Medical Leave as provided herein include employees who have been employed with the City for at least twelve (12) months and who have performed at least one thousand two hundred fifty (1,250) hours of service for the City during the previous 12-month period immediately preceding the commencement of the leave.

**(c) Permitted Leave.** Eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during any 12-month period for the following:

- (1) The birth of a son or daughter of the employee and to care for such son or daughter;
- (2) The placement of a son or daughter with the employee for adoption or foster care and to care for such son or daughter;
- (3) In order to care for the employee's spouse, son, daughter, or parent with a serious health condition; or
- (4) A serious health condition that makes the employee unable to perform the functions of his or her position.

**(d) Designation of 12-Month Period.** For purposes of determining the 12-month period in which the twelve (12) weeks of leave entitlement occurs, the City uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

**(e) Leave Procedure.**

**(1) Notice.** An employee must notify in writing his or her Department Head, who shall then notify the City Manager, of any needed Family and Medical Leave by filing an Employee Leave Request at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable based upon an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If a thirty (30) day notice is not practicable, such as because of lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. Failure to give proper notice of intended leave to the City may result in denial of the taking of the leave for up to thirty (30) days after the date the employee provides notice in accordance with provisions of the Act.

**(2) Designation of Leave.** Once the City has acquired knowledge that the leave is being taken for a Family and Medical Leave Act-qualifying reason, the City shall designate the leave as such, whether it is paid or unpaid, and give notice of the designation to the employee. Except as otherwise provided in the Act, absence preceding a notice to the employee of the designation, may not be counted against the employee's FMLA leave entitlement.

**(3) Certification.** The City may require the employee to provide certification from a health care provider regarding the necessity of the leave in accordance with and subject to provisions of the Act.

**(4) Reporting.** The City may require the employee to report periodically to the employer on the status and intention of the employee to return to work in accordance with and subject to provisions of the Act.

**(5) Fitness for Duty.** The City may require the employee to obtain and present certification from the health care provider stating that the employee is able to resume work in accordance with the Act.

**(6) Intermittent Leave.** Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act. Any intermittent leave requested or granted shall be subject to conditions set forth in the Act, including but not limited to, alternative position transfer, reasonable notice, scheduling, and certification.

**(f) Leave Protection.**

**(1) Compensation.** Employees shall be required to use accrued paid vacation and all-purpose leave hours for leave provided herein and paid sick leave hours to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation, all-purpose, and sick leave shall be permitted as unpaid leave in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid Family and Medical Leave run concurrently with and be counted as Family and Medical Leave.

**(2) Position.** Except as otherwise provided in the Act, employees who take family or medical leave shall be entitled on return from such leave to be restored at the option of the City to: (1) the position of employment held by the employee when the leave commenced, or (2) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of their positions in accordance with and subject to provisions set forth in the Act.

**(3) Benefits.** The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation, all-purpose, and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken, i.e., paid, or unpaid, as applicable.

**(4) Insurance.** The City shall maintain coverage for the employee under any "group health plan" for the duration of the leave at the level and under the conditions of coverage the employee would have been provided had the employee continued in employment for the duration of such leave as required by the Act and applicable



provisions of COBRA. The City may recover the cost of maintaining such coverage in accordance with provisions of the Act if the employee fails to return from leave for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

**(g) Records.** The City shall make, keep, and preserve records pertaining to Family and Medical Leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty, or medical histories of employees or employees' family members shall be treated as confidential medical records.

#### **4.160. Military Leave.**

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during their military service to the extent required by State and Federal law, including Utah Code Annotated provisions regarding "Governmental Employees in Military Service" set forth at Utah Code Ann. § 39-3-1, et seq., as amended.

#### **4.170. Jury Duty Leave.**

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

#### **4.180. Injury Leave (Worker's Compensation).**

Employees injured during the performance of their job duties are covered by Workers' Compensation Insurance as provided by state law and shall be compensated for such leave in accordance therewith. In order for the employee to continue at a full salary during a disability from an on-the-job injury, worker's compensation payments may be supplemented by accrued sick leave and vacation time. After all leave time is exhausted, the employee must revert to worker's compensation payments within the definition of State Law.

#### **4.190. Bereavement Leave.**

With approval of the employee's Department Head and the City Manager, employees may be granted up to three (3) days of time off with pay for the death of an immediate family member. For the purposes of this section only, immediate family shall be defined as spouse, partner, significant other, child (including miscarriage UCA 10-3-1103), stepchild, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or



anyone else living in the same household, and anyone for whom the employee is legal guardian. Exceptions require approval by the City Manager.

#### **4.200 Exempt Employee Leave**

Exempt employees who are not eligible for overtime/compensatory time are granted 40 hours of personal leave at the beginning of each calendar year to be used within that same year. Any unused personal leave is forfeited. Personal leave cannot be cashed out, transferred to another type of leave, or transferred to another employee.

#### **4.210. Employee Recognition Program.**

It is the policy of South Weber City to celebrate the success of its employees. Employees are to be appropriately recognized for their years of service, meritorious performance, and supportive attitude in addition to normal salary considerations.

#### **4.220. Employee Wellness Program**

It is the policy of South Weber City to provide an incentive for employees to maintain a high level of physical and mental wellness in order to improve employee productivity.

Employees will be given incentives to participate in an employee wellness program. The wellness program will include incentives for physical as well as mental wellness. Requests for city sponsorship of recreation teams shall be considered by the respective Department Director and may be partially funded out of department resources. **The Recreation Director shall be responsible for administering the wellness program.**

#### **4.230. Employee Assistance Program**

South Weber City provides an Employee Assistance Program (EAP) for all full- and part-time employees. An EAP is a confidential counseling and referral service that is designed to help employees and their family members deal with personal or work-related problems. Additional information about the EAP program is available from the Personnel Director.

## CHAPTER 5: BENEFITS

- 5.010. Disclaimer.**
- 5.020. Retirement.**
- 5.30. Medical, Dental, and Optical.**
- 5.31. Life Insurance**
- 5.040. Workers Compensation.**
- 5.050. Family Activity Center Membership**

### **5.010. Disclaimer.**

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason as permitted by law. For more complete information regarding any of these benefit programs employees may contact the City Manager or the Personnel Director.

### **5.020. Retirement**

**(a) Defined Benefit Plan.** The City is a member of the Utah State Retirement System. All benefited full-time employees are required to participate in the Utah State Retirement System (URS), unless otherwise allowed by URS regulations. Participation and administration of the system shall be conducted in accordance with state statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. The City Council may also approve and fund a supplementary retirement plan.

**(b) Defined Contribution Plans.** City employees who are either full-time or part-time and who, at the time of the adoption of this Policy, accrue vacation leave, may participate in the Utah State Retirement System 401(k) and 457 defined contribution plans. Employees working fewer than 80 hours per pay period will be paid a certain percentage based on the hours worked.

**(1) City Contribution – Standard.** The City will contribute funds in the amount of 1.51% of the employee's salary to the 401(k) for all full time and part time employees who, at the time of the adoption of this Policy, accrue vacation leave

**(2) City Contribution – Match.** The City will match 50% of the eligible employee's contribution to a 401(k) plan, up to 1.5% of the employee's salary.

### **5.030. Medical, Dental, and Optical**

The City participates in group medical, dental, and optical programs for its eligible employees. Medical and dental coverage is provided to employees and their dependents. Optical coverage is optional. South Weber City does not employ more than 50 ongoing, full-time, and full-time equivalent employees and therefore, is not subject to the shared responsibility requirement (play

or pay) of the Patient Protection and Affordable Care Act (PPACA). South Weber City is not subject to a penalty for any full-time employee if that employee is offered “qualifying coverage” that passes benefits and affordability tests. Coverage offered by the City to eligible employees, is deemed “qualifying coverage” as it meets the benefits and affordability tests that have been required since January 1, 2014.

For purposes of this Policy health care eligibility, and in accordance with the PPACA, a full-time employee in one who is employed to work on average at least 30 hours per week regardless of the internal definition of full-time employment of the hiring entity. There is a Look-Back Measurement Method or a Monthly Measurement Method that can also be used to determine full-time equivalency.

**5.040. Life Insurance.**

The City participates in a group life insurance program. Each benefited employee is provided a term life insurance policy that covers \$40,000.00.

**5.050. Workers Compensation.**

**(a) Participation.** The City participates and contributes to a qualified workers' compensation fund. Employees injured in the course of employment may be eligible for workers' compensation benefits in accordance with the provisions of Title 34A of the Utah Code Annotated, as amended, regarding Workers' Compensation.

**(b) Transitional Work Duties.** In order to assist ill or injured employees in regaining their health and returning to their regular working schedule, the City has a transitional work program.

Transitional duties may be assigned to ease the period from injury through recovery to regular job duties. An evaluation from the treating physician will determine the employee's physical capabilities and serve as a basis for establishing transitional duties.

**5.060. Family Activity Center Membership.**

Full-time employees, as well as elected and appointed officials, receive free family memberships to the Family Activity Center so long as they are employed and in good standing with the City. Part-time employees receive a free individual membership so long as they are employed and in good standing with the City.

## CHAPTER 6: WORKING CONDITIONS

### 6.010. Work Hours.

### 6.020. Americans with Disabilities Act (ADA).

### 6.030. Harassment Policy

### 6.040. Sexual Harassment Policy

### 6.050. Workplace Violence Policy

### 6.010. Work Hours.

**(a) Employee Work Hours.** Employees are required to report promptly and remain at work at their scheduled time, excluding authorized break and meal periods. Late arrivals, early departures, and other unapproved personal absences are not acceptable and shall be subject to disciplinary action. When it is not possible to report to work on time, the employee shall notify his or her Supervisor as soon as possible before the shift begins in accordance with the Leave Procedures set forth in Chapter 4. An employee who is absent from work without notice or authorization shall be subject to disciplinary action up to and including termination and shall not be entitled to compensation for such unexcused absences. An employee who is absent from work without notice or authorization for three (3) or more consecutive days shall be considered terminated, subject to termination procedures set forth herein.

**(b) Time Records.** City employees are required to accurately record their hours worked on forms or digital format provided by the City. Department Director and Supervisors shall not alter any employee reported time records except as necessary to correct errors.

### 6.020. Americans with Disabilities Act (ADA).

**(a) Policy.** It is the policy of South Weber City not to discriminate on the basis of disability. No qualified individual with a disability should by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City, or be subjected to discrimination in employment under any service, program, or activity conducted by the City. Discrimination based on a disability has been held to constitute a violation of the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended, and shall not be tolerated.

**(b) Purpose.** It is the purpose of this Policy to communicate to all applicants, employees, and other interested persons dealing with the City that discrimination on the basis of a disability is prohibited and shall not be tolerated. It is further the intent of this Policy to communicate to persons with disabilities that they have a means to discourage and seek relief from conditions which create barriers for individuals with disabilities or conduct which constitutes discrimination against individuals with disabilities.

**(c) ADA Coordinator.** The City Manager is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this Policy. Any

questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, 1600 East South Weber Drive, South Weber, Utah 84405.

**(d) Scope.** This Policy shall extend to all conduct defined as discriminatory under the Americans with Disabilities Act as applicable to the City. Specifically, the following conduct shall be prohibited:

**(1) Services.** "[N]o qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."<sup>42</sup> U.S.C. § 12132, as amended.

**(2) Employment.** "No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment."<sup>42</sup> U.S.C. § 12112, as amended.

**(e) Procedure.** Whenever a person believes he or she has been discriminated against on the basis of a disability regarding access to or benefit from City services, activities, or programs, or in connection with any employment with the City, the following steps should be taken:

**(1) Complaint.** The aggrieved party should file a written complaint with the ADA Coordinator within ten (10) days of the date the complainant becomes aware of the alleged violation.

**(2) Investigation.** Upon receipt of a complaint, the ADA Coordinator shall immediately notify the Mayor of the complaint and investigate the complaint. Investigation of the complaint may include, but is not limited to, interviewing the complainant, and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint.

**(3) Findings and Conclusions.** The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute to all parties his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

**(f) Retaliation.** Interested persons are entitled to bring good faith complaints hereunder without fear of retaliation. It is unlawful for any person to discriminate against another because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein, and it is further unlawful for any person to coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Any interested person who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this Policy.

**(g) Records.** The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA rules and regulations and any complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City, and any applicable federal regulations.

**(h) Appeal.** Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall investigate the matter and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

**(i) Other Procedures and Remedies.** The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

### **6.030. Harassment Policy.**

It is the purpose of South Weber City to maintain a safe and enjoyable work environment free from any form of inappropriate harassment or abusive behavior. South Weber City prohibits all forms of illegal harassment of employees by Supervisors, managers, fellow employees, elected or appointed officials, volunteers, customers, residents, or visitors. The City will not tolerate harassment of its employees. Under Title VII of the Civil Rights Act, any form of discrimination related to an employee's race, color, sex, religion, national origin, age, sexual orientation, disability, marital, or veteran status is a violation of this Policy and will be treated as a disciplinary matter. Sexual Harassment is included among the prohibitions (see section 6.040).

Harassment is inappropriate conduct that undermines the employment relationship that refers to occasional comments that may be considered socially unacceptable. Harassment on the basis of any protected class or characteristic is strictly prohibited under this Policy. Harassment includes verbal or physical conduct that designates or shows hostility or aversion to an individual because of his or her race, color, religion, national origin, age, disability, sexual orientation, marital, or veteran status, or any other characteristic that is protected by law. The conduct includes, but is not limited to:

- a. Epithets, slurs, or negative stereotyping;
- b. Threatening, intimidating, or hostile acts;
- c. Jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail or text message).

Retaliation against any employee who rejects, protests, or complains about harassment is prohibited. A complaint procedure is available to employees to report all types of harassment. If employees feel that they are being harassed by a supervisor, co-worker, elected or appointed official, volunteer, resident, or visitor because of their race, color, sex, religion, national origin, age, disability, sexual orientation, or marital, or veteran status, they should first let the harassing person know of their objections, if feasible. Additionally, the employee shall report the problem, in writing, as outlined below.

If an employee experiences or is witness to harassment in the workplace, he/she shall report it immediately in writing to his/her direct Supervisor. If the target for reporting is the person who is harassing the employee, the employee may approach another manager or Department Director. All allegations of harassment will be quickly investigated. To the extent possible, employee confidentiality and that of any and all witnesses, and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the employee will be informed of the outcome of that investigation and will be provided the opportunity to discuss the outcome with the City Manager.

If circumstances warrant, the City Manager may appoint a two-person investigative team to investigate complaints of harassment, submitted in writing. If a two-person team is not appointed, the investigation may be handled by the accused person's manager or Department Director. Complaints of sexual harassment will be investigated pursuant to the Sexual Harassment Policy.

The investigation may also include a thorough review of files and other tangible evidence. The investigators will make every reasonable attempt to resolve any questions of credibility between the complaining and the accused employees rationally and objectively.

Information obtained during the course of an investigation of harassment will be maintained in confidence as much as is feasible. It will be released only to individuals who have a need to know it, e.g., individuals who will enable the City to investigate the charges thoroughly and appropriate Supervisors and managers.

Individuals who make false statements during the course of a harassment investigation may be subject to discipline which may include termination. All employees are expected to cooperate fully with such investigations. Failure to cooperate fully may lead to discipline which may include termination. Where investigations confirm the allegations, the perpetrator's department will take appropriate corrective and/or disciplinary action.

Bullying is a form of harassment which is also prohibited. Bullying can be physical (hitting, pushing, shoving, and "getting in the face of"), verbal (making fun of, maliciously teasing, threatening, coercing, calling derogatory names) or relational (spreading rumors, ostracizing). Bullying is prohibited regardless of whether or not it is used to target a person of a protected class.

Retaliation for making a harassment complaint is another form of harassment. Retaliation against any employee who rejects, protests, or complains about any type of harassment is prohibited. Retaliation is conduct that would tend to discourage others from making a complaint against harassment or is intended to punish a person who made a complaint and includes such behavior as ostracizing or being continually rude towards a person who has complained, denying privileges granted to others, or taking adverse employment action because an employee made a complaint. Retaliation is prohibited regardless of whether or not the original complaint made by the victim or alleged victim of retaliation had any merit.

#### **6.040. Sexual Harassment Policy.**

**(a) Policy.** It is the policy of South Weber City to provide its employees with a work environment free from sexual harassment. Sexual harassment is unacceptable and is prohibited. Sexual



harassment shall not be tolerated nor condoned by the City under any circumstances. This zero-tolerance Policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

**(b) Purpose.** It is the purpose of this Policy to communicate to all employees of the City and all persons conducting business with or served by the City that sexual harassment is prohibited. It is also the intent of this Policy to inform and communicate to employees experiencing or witnessing sexual harassment that they have a means to discourage and report offensive or inappropriate conduct and that such reports will be immediately investigated, and appropriate action will be taken

**(c) Notice.** All employees of the City shall be responsible for knowing the provisions of this Policy regarding sexual harassment. The City Manager shall be responsible for informing employees of any amendments to this Policy. Any violation of this Policy by City employees shall result in disciplinary action up to and including termination.

**(d) Definitions.** As used herein, the following words shall have the meaning described below:

**(1) "Retaliation"** means a retaliatory action taken against any person complaining of or reporting sexual harassment or any person involved or cooperating in an investigation of sexual harassment or a retaliatory action taken against any other person or property as a result of a sexual harassment complaint and/or investigation.

**(2) "Sexual Harassment"** means unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**(e) Prohibited Conduct.** Sexual harassment of any nature is prohibited under this Policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes sexual harassment under this Policy includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

**(1) Sex Role Stereotyping.** This conduct consists of assignment of nonjob-related duties, functions, or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's position with the City.

**(2) Targeted Gender Harassment.** This conduct includes intentional behavior that is directed at a specific gender. Examples of this kind of prohibited conduct include sexual comments and jokes as well as suggestions or gestures about gender or sexuality.

**(3) Targeted Individual Harassment.** This conduct consists of intentional behavior that is targeted at an individual or a specific group which causes serious negative physical or



psychological effects to the victim and adversely affects productivity and morale. This prohibited conduct includes negative or offensive sexual comments, jokes or gestures directed to or relating to an individual's gender or sexuality, or unwelcome physical conduct of a non-criminal nature.

**(4) Criminal Sexual Harassment.** This conduct includes behavior which violates state or federal law. Prohibited conduct includes forcible sexual abuse, intentional intimate touching of another (such as buttocks or genitals of another or the breasts of a female) and taking indecent liberties with another individual.

**(f) Employee Responsibility.** Employees shall promptly report any sexually harassing conduct they experience, learn of, or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

**(g) Complaint Procedures.** Whenever an employee believes he or she has experienced, learned of, or witnessed any type of sexual harassment, the employee shall report the matter utilizing the following procedures.

**(1) Complaint.** An employee may report and/or complain of any alleged sexual harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's Supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her Supervisor, the employee may verbally notify or file a written complaint with the employee's Department Head or the City Manager. If the Department Head or the City Manager is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her Department Head or the City Manager, the employee may verbally notify or file a written complaint with the Personnel Director or the Mayor.

**(2) Notice.** Except as otherwise provided herein, any Supervisor, Department Head, Personnel Director, or the Mayor receiving notice of an alleged incident of sexual harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the Supervisor, Department Head, or Personnel Director of the report or complaint.

**(3) Investigation.** It is an express policy of the City that all complaints of sexual harassment will be investigated. Except as otherwise provided herein, the City Manager, or his or her designee, shall promptly and thoroughly investigate any such complaint of sexual harassment. The investigation shall be undertaken without bias or premature judgment. The investigation may include interviews with the complaining employee, the subject of the complaint, co-workers, and former employees who may have knowledge of the situation. In the event the City Manager is implicated in any sexual harassment complaint, the Mayor shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (4) and (5) to the City Manager shall be read to refer to the Mayor. The City may also hire a third-party

investigator to conduct any investigation of alleged sexual harassment. All investigations shall include, at a minimum, providing a copy of this Policy to the complainant and the accused; informing the parties of the law regarding sexual harassment and the provisions of this Policy; and reviewing the complaint with the complainant and the accused.

**(4) Decision.** Upon completion and review of the investigation, the City Manager shall determine whether there has been a violation of this Policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third-party investigator has been hired to investigate the matter, the City Manager shall review the conclusions of the investigation and decide the matter as provided herein. Written notice of the decision, including any appropriate findings and conclusions, shall be prepared, and distributed to the parties within a reasonable time from receipt of the complaint.

**(5) Determine Remedy.** If a violation of this Policy is found, the City Manager shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The City Manager shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

- i. the relationship of the parties;
- ii. the nature of the offense;
- iii. the number of complainants; and
- iv. the number of occurrences.

**(6) File Records.** If the accused is found to have violated this Policy, all records concerning the complaint, investigation, findings, and discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this Policy, no records concerning the incident shall be maintained with his or her personnel records.

**(h) Confidentiality.** All complaints and investigations of sexual harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

**(i) Retaliation.** Employees are entitled to bring good faith complaints regarding alleged sexual harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of sexual harassment is a separate violation of this Policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of sexual harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this Policy.

**(j) Misuse of Policy.** Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action taken against the accuser.

**(k) Other Procedures and Remedies.** The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving sexual harassment and shall be exhausted prior to pursuing other available remedies.

### **6.050. Workplace Violence Policy**

For purposes of this Policy, workplace violence is defined as a single behavior or series of behaviors which constitute actual or potential assault, battery, harassment, intimidation, threats, or similar actions, attempted destruction, or threats to South Weber City or personal property; which occur in a South Weber City workplace, while using company resources, at a company work location, or while an individual is engaged in company business.

South Weber City strictly prohibits use of violence or threats of violence in the workplace and views such actions very seriously. The possession of weapons in the workplace, threats, threatening or menacing behavior, stalking, or acts of violence against employees, visitors, guests, or other individuals by anyone on South Weber City property will not be tolerated. Violations of this Policy will lead to disciplinary action up to and including termination of employment and the involvement of appropriate law enforcement authorities as needed.

In the unfortunate event that a credible threat of violence arises, established protocols and awareness can help address the issues promptly.

1. Establish and disseminate an anti-violence policy. Creating awareness of procedures to follow in the event of actual violence or the threat of violence is critical. An employer's personnel manual should include a policy that, at a minimum, prohibits violence and threats in the workplace (including those made in jest) and requires employees to report all related incidents. Of course, in a crisis situation, employees likely will not have time to consult the manual. However, implementing a policy and reviewing it with employees at least annually can help keep protocols top of mind and enable employees to stay calm in the face of a threat or actual violence.
2. Assess the threat. In the event an employee threatens violence, an employer should first assess the seriousness of the threat in order to determine an appropriate course of action. What were the circumstances? Does the employee have a history of erratic behavior? What was the tone of the threat? How specific was it? For example, there may be a significant difference between an employee's off-hand remark(s); and a specific threat emailed to a coworker ("Jane turned me down for the last time. I have my brother-in-law's gun, and I'll be waiting for her when she comes to work on Monday.") An employer should weigh all facts in order to assess the seriousness of the threat. If time permits, consider involving an outside investigator.
3. An employer's actions may include changing locks and access codes, securing doors that ordinarily are left open, alerting key employees to the threat, reviewing

safety protocols with all employees, and notifying the Davis County Sherriff's Office. If the threat involves imminent harm, an employer should immediately contact law enforcement authorities, lock down facilities, and consult with legal counsel.

Focus on maintaining peace in the workplace. Employers can protect the safety of their employees and reduce the likelihood of workplace violence by following a few simple guidelines:

- Proactively create and maintain a positive work environment;
- Treat terminated employees with courtesy and respect, including providing on-site outplacement support to help diffuse emotions and refocus those affected.

**(A) Action to be Taken.**

Any employee or other individual who makes substantial threats, exhibits threatening behavior, or engages in violent acts on South Weber City premises shall be removed from the property as quickly as safety permits, and may be asked to remain away from South Weber City premises pending the outcome of an investigation into the incident. People who commit these acts outside the workplace, but which impact the workplace are also violating this Policy and will be **handled** appropriately. South Weber City reserves the right to respond to any actual or perceived acts of violence in a manner the City see fit according to the particular facts and circumstances.

When threatening behavior is exhibited or acts of violence are committed, South Weber City will initiate an appropriate response.

This response may include, but is not limited to, evaluation by external professionals, suspension and/or termination of any business relationship, reassignment of job duties, suspension, or termination of employment, and/or criminal prosecution of the person/persons involved. Threats to fellow employees or citizens of South Weber City of using firearms, knives, explosives, or other lethal means will be met with zero tolerance and will end in immediate suspension and/or termination.

No existing South Weber City policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

**(B) Reporting Procedure.**

South Weber City's personnel are responsible for notifying the designated management representative of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a company-controlled site or is connected to company employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the

designated representative is not available, employees should report the threat to their supervisor or another member of the management team.

South Weber City understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). Consistent with the values of South Weber City, people should act in ways that maintain respect and dignity for individuals while acting in an accountable and swift manner to address the situation.

**(C) Protective or Restraining Orders.**

All individuals who apply for and obtain a protective or restraining order which lists company locations as being protected areas, must provide to the City Manager, the Department Director, and the Personnel Director a copy of the petition and order.

*Suggested Procedures for Safety and Protection of Employees Experiencing Threats of Violence*

- Encourage the employee to save any threatening e-mail or voice-mail messages. These can potentially be used for future legal action or can serve as evidence that an existing restraining order was violated.
- The employee should obtain a restraining order that includes the workplace and keep a copy on hand at all times. The employee may consider providing a copy to the police, his/her supervisor, or appropriate individuals/departments within the South Weber City administration.
- The employee/employer should provide a picture of the perpetrator to reception areas.
- The employee should identify an emergency contact person should the employer be unable to contact the victim.
- If an absence is deemed appropriate, the employee should be clear about the plan to return to work. While absent, the employee should maintain contact with his or her supervisor.
- Work with local law enforcement personnel and encourage employees to do so regarding situations outside the workplace.
- We're not an Air Force Base! Limit information about employees disclosed by phone. Information that would help locate a victim or indicates a time of return should not be provided.

## CHAPTER 7: CONDUCT

- 7.010. Personal Appearance.**
- 7.020. Public Relations.**
- 7.030. Working Relations.**
- 7.040. Employee Ethics.**
- 7.050. Honesty.**
- 7.060. Confidentiality.**
- 7.070. Outside Employment.**
- 7.080. Personal and Outdoor Activities**
- 7.090. Information to the Public.**
- 7.100. Electronic Communications Policy.**
- 7.110. Use of City Vehicles.**
- 7.120. Equipment Use Policy.**
- 7.130. Drug and Alcohol Policy.**
- 7.140. DOT Drug and Alcohol Testing.**
- 7.150. No Smoking Policy**
- 7.160. Notary Public Services Policy**
- 7.170. Reporting Fraud and Abuse**
- 7.180. City Hotline**
- 1.190. Cash Receipting and Deposit**
- 7.200. Conflict of Interest**
- 7.210. Flag Display Policy**

### **7.010. Personal Appearance.**

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance and grooming and to dress in a conservative and appropriate manner. Clothing must be clean and in good repair at all times. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the Department Head.

### **7.020. Public Relations.**

Employees are expected to be courteous, cooperative, diplomatic, and discrete in dealing with the public (face to face, telephone conversations, and written correspondence). Employees shall treat all citizens equally and with professionalism and avoid making cultural, ethnic, racist, or sexist slurs. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate Supervisor.

### **7.030. Working Relations.**

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner, and exhibit good listening skills. Employees shall be courteous and cooperative with those they work with, consistently treat others equally and with professionalism and avoid cultural, ethnic, racist, and sexist slurs.

## 7.040. Employee Ethics.

It is the policy of South Weber City to reaffirm that there be no conflicts of interest with City employees and that no employee improperly benefits from holding a position with the City. All employees are required to adhere to legal, moral, and professional standards of conduct in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust, and confidence of the public. Employees, elected and appointed officials, and contracted employees shall adhere to the provisions of the *Municipal Officers' and Employees' Ethics Act*, as set forth in **Utah Code Ann. § 10-3-1301**, et seq., as amended. The appropriate disclosure statement shall be filed annually with the City in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their Department Head or the City Manager when such questions arise.

### **(A) Prohibited Conduct**

No current employee or officer, as specified, shall:

#### **1. Conflict of Interest**

**See South Weber City Code Ord:2022-05**

#### **2. Improper Use of Official Position.**

- a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the employee, rather than primarily for the benefit of South Weber City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
- b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any city funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
- c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the city; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
- d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with the City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

#### **3. Accept Gifts or Loans.**

- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:



- i. Unsolicited flowers, plants, and floral arrangements;
- ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
- iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
- iv. Unsolicited food items given to a department when the contents are shared among employees;
- v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
- vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
- vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
- viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
- ix. Travel costs, lodging, and tuition costs associated with city sanctioned training or education when not provided by a private entity under contract with the city;
- x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
- xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
- xii. Campaign contributions; and
- xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

**4. Disclose Privileged Information.**

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

**5. Financial or Beneficial Interest in Transactions.**



Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of South Weber City. This includes receiving compensation, gratuity, or other benefit from an interested party of an agreement or contract with South Weber City.

**6. Nepotism.**

- a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

**7. Misuse of Public Resources or Property.**

- a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

**8. Outside Employment.**

- a. Retain secondary employment outside of city employment, which, as determined by the City Council and according to Utah Administrative Code R477-9-2:
  - i. Interferes with an employee's performance.
  - ii. Conflicts with the interests of South Weber City or the State of Utah.
  - iii. Gives reason for criticism or suspicion of conflicting interests or duties.

**9. Political Activity.**

- a. Except as otherwise provided by law:
  - i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with South Weber City may not provide a basis for denying employment to the applicant.
  - ii. A city officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
  - iii. A city employee may not engage in political campaigning or solicit political contributions during hours of employment.
  - iv. A city officer or employee may not use city equipment while engaged in campaigning or other political activity.
  - v. A city officer or employee may not directly or indirectly coerce, command, or advise another city officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
  - vi. A city officer or employee may not attempt to make another officer's or employee's employment status dependent on the officer's or employee's

support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

- b. A city employee who has filed a declaration of candidacy may:
  - i. be given a leave of absence for the period between the primary election and the general election; and
  - ii. Use any vacation or other leave available to engage in campaign activities.
- c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- d. Nothing in this chapter shall be construed to:
  - i. prohibit a city officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
  - ii. Permit a city officer or employee partisan political activity that is prohibited under federal law.
- e. No city officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any South Weber City property.
- f. No city officer or employee shall promise any appointment to any position with South Weber City as a reward for any political activity.
- g. A city employee who is elected to an office with South Weber City shall terminate city employment prior to being sworn into the elected office.

**10. Fair and Equal Treatment.**

- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
- b. No city officer or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

**11. Prohibited Conduct After Leaving South Weber City:**

- a. After leaving city office or employment no former employee shall for the period determined by state law:
  - i. Disclose or use any privileged or proprietary information gained by reason of his/her city employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;

- ii. Assist any person in proceedings involving an agency of South Weber City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated, or acted in the course of duty;
- iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a city employee;
- iv. Participate as a competitor in any competitive selection process for a city contract in which he or she assisted the city in determining the project or work to be done or the process to be used.

**12. Ethical Behavioral Pledge**

- a. All city employees and city council members are required to annual sign an Ethical Behavioral Pledge. See Exhibit A & B.

**7.050. Honesty.**

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

**7.060. Confidentiality.**

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

**7.070. Outside Employment.**

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to engage in outside employment must submit a request, in writing, to his or her Department Director. The Department Director may conditionally approve such outside employment unless it is deemed to be of an ongoing nature, in which case the City Manager's approval shall be required with the advice and consent of the Department Director. Outside employment may be approved or denied as deemed to be in the best interest of the City in consideration of the following:

- (a) Whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;
- (b) Whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;
- (c) Whether the outside employment is consistent and appropriate with the employee's position held with the City;

(d) Whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

Any request for outside employment shall be retained with the employee's personnel records. Unless otherwise prohibited by law, the City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without proper approval required herein may be subject to discipline. City employees may not use City equipment in connection with outside employment nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

#### **7.080. Personal or Outside Activities.**

Employees should not perform personal business during working hours. Except as otherwise provided herein or authorized by the Department Director or the City Manager, no personal use of City offices, facilities, supplies, or equipment shall be permitted. Use of City vehicles shall be conducted in accordance with Section 7.080. Use of City telephones for personal calls should be kept to a minimum. If authorized in advance, employees shall reimburse the City for any permitted personal use of City equipment, property, or services such as postage, copies, long-distance or cellular telephone calls, printing, etc.

#### **7.090. Electronic Communications**

##### **(a) Policy**

It is the policy of South Weber City to establish basic guidelines concerning the appropriate use of email, voice mail, text messaging, internet technology, the City's Wi-Fi network connection, and other electronic communication systems owned and provided by the City. All communications over and activities conducted on these systems are the property of the City. The City has provided these systems to its employees and public officials for the purpose of performing professional responsibilities and duties. Because email is a primary way the City communicates important information, employees, appointed, and elected officials are encouraged to check for new email messages at least once a week.

Email related to City business is recognized as official correspondence. Whether printed or not, it is subject to the same policies, rules, and procedures, and must be treated in the same manner as any City correspondence sent or received in printed format.

Employees, appointed, and elected officials shall print and file with the appropriate file any and all emails containing substantive information related to City business. Deletion of emails containing substantive information without first printing said emails shall be prohibited. Employees found deleting such records may be subject to disciplinary action in accordance with Chapter 11 of this Policy.

Elected Officials are prohibited from using a personal email account from an outside email provider to conduct City business as it can be difficult to maintain appropriate records.

## **Purpose**

To encourage the proper use of voice mail, email, internet, Wi-Fi, or other communication systems provided by the City.

### **Guidelines for Email, Voice Mail, Internet, Wi-Fi, and other Electronic Communications**

1. The City encourages the appropriate use of all methods of communicating both internally and externally in conducting the affairs of the City. This includes the use of email, text messaging, voice mail, internet, Wi-Fi, and other electronic communication systems for both City related and personal purposes, but only in accordance with the guidelines in sections 2-5. Employees, appointed, and elected officials have no expectation of privacy when using any equipment or system provided by the City, are required to follow specific rules and procedures when utilizing these technologies for City business, and/or when using City resources. The City reserves the right to inspect the contents of any computer, telephone, cell phone, or any other equipment that is owned by the City. The City also reserves the right to inspect any web page history, email, voice mail, text message, instant message, downloaded image, or other electronic file residing on the City server as a result of use of any of the above-described items or as a result of the use of the City's internet with personally owned devices (Personal Digital Assistant (PDA), Tablets, Cell Phones). Any such inspection may occur at any time and for any reason. Personnel in Supervisory positions should be particularly aware of situations that may warrant monitoring such as:
  - a. Suspicion of a crime or violation of policy
  - b. To monitor productivity

The use of passwords is to prevent unauthorized access by other employees, elected officials, and the public and should not be construed as creating an expectation of privacy by the employee or elected official who uses the password.

2. The City encourages work-related and personal use of City email, voice mail, internet, and Wi-Fi systems for the following purposes:
  - a. To facilitate performance of job functions;
  - b. To facilitate the communication of information, both internally and externally, in a timely manner;
  - c. To coordinate meetings of individuals, locations, and City resources.
  - d. To share ideas and information;
  - e. For personal use during an employee's time off (provided the provision in section 3 (related to prohibited uses) and section 4 (relating to personal use) are followed);  
and
  - f. To encourage employee's and elected official's innovation.

3. Prohibited uses of City email, voice mail, internet, Wi-Fi, and any other electronic communication systems include, but are not limited to the following:
  - a. Sending, viewing, downloading, or storing pornographic or obscene images or information on City computers, cell phones, or other City equipment. It is also a violation of the City policy to send, view, or download pornographic or obscene images or information using the City's internet or Wi-Fi systems using any personally owned electronic device (Personal Digital Assistant (PDA), Tablets, Cell Phones) **at any time**. Unsolicited pornography or obscene images are to be reported to the City Manager or the Information Technology Personnel.
  - b. Sending, viewing, or downloading any other offensive, discriminatory, disparaging, or harassing graphical images or information.
  - c. Using any form of electronic communication in a manner that violates the City's sexual harassment policy
  - d. Sending obscene or suggestive images.
  - e. Political endorsements.
  - f. Commercial or business activities not related to the City.
  - g. Personal use of the internet other than brief incidental use.
  - h. Internet usage during official meetings, unless searching for information directly related to the current discussion.
  - i. Threats of harassment.
  - j. Slander or defamation.
  - k. Other illegal activities or activities prohibited by City policy.
4. Employees using City email, internet, Wi-Fi, or other related systems for personal use will be responsible for reimbursing the City for any direct expenses incurred from that use, such as the costs of printing or long-distance calls.
5. Although commercial or business activities not related to the City are prohibited on City email, internet, Wi-Fi systems, South Weber City does allow employees to sell limited personal items using the internal e-mail system. Selling for non-City employees is prohibited.
6. Employees and elected officials are cautioned to not send e-mail to every employee listed in the e-mail system that is indicative of a person's personal beliefs or of a religious nature.
7. Email, instant messaging, texts, voice mail, and other electronic communications can be used in court proceedings as evidence. Employees and elected officials are to be professional in their use of electronic communications systems.
8. Violations of this Policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.
9. Violations of this Policy that may be construed to be of a harassing nature or that may create a hostile work environment will be treated as a violation of the City's harassment policies.

Employees and elected officials shall keep personal email and other electronic correspondence utilizing city resources to a minimum.

The contracted Information Management Team is responsible and accountable for ensuring employees and appointed and elected officials are able to communicate using the appropriate technologies in an effective, secure method by deploying the appropriate safeguards in the appropriate way.

### **Electronic Communications under GRAMA**

The following devices and/or technology used to conduct City business may be subject to examination for matters related to personnel matters, litigation disclosures, forensic analysis, and information requests under the Government Records Access Management Act (GRAMA):

- a. Computers, tablets, cell phones, and Personal Digital Assistants (PDAs) owned by the City;
- b. Servers and other networks and devices owned by a third party (i.e., email servers, web servers);

### **Standards of Conduct**

Employees and elected officials are reminded of the requirement to conduct themselves appropriately in all City correspondences as outlined in this Policy. Employees, appointed, and elected officials are required to be respectful of individuals and groups in their communications related to City business. Use of profane, vulgar, inflammatory, disrespectful, or derogatory language is unprofessional and is not appropriate in any City correspondence.

### **Records Retention Roles and Responsibilities**

All electronic communication, including instant messages and text messages, are governmental records and are subject to the same statutes, ordinances, policies, and procedures as their printed counterparts. Employees, appointed, and elected officials are required to appropriately manage the retention and disposition of electronic communications records for which they are responsible. Records deleted or altered which are required to be retained must be restored. Questions regarding record retention should be directed to the City Recorder.

#### **Role Definition of the:**

**Sender.** Employees, appointed, and elected officials that originate a message and send it to another person or persons are the senders of the communication. The sender has the primary responsibility for ensuring messages related to City business are consistent with the City's position on the specific topic, are appropriately managed, and comply with the applicable policies and procedures for the specific type of communication.

**Recipient.** Employees, appointed, and elected officials to whom a message is sent are the receivers regardless of whether he/she is the primary recipient of the message or were "cc'd or Bcc'd." The receiver has the responsibility to ensure messages related to City business not originating from a City system, such as from a member of the public, are appropriately managed and comply with the applicable policies and procedures for the specific type of message.



**Creator.** Employees, appointed, or elected officials generating new information or content related to City business for a web page or social media site are creators of content. Creators of content related to City business posted on a web page or other social media outlet are responsible to ensure that the information is consistent with the City's position on the specific topic and that content is appropriately managed.

**Participants.** Employees, appointed, and elected officials that enter information or comments related to City business in response to content or entries posted on social media outlets are participants. These employees, appointed, and elected officials are responsible for ensuring the information or comments related to City business are consistent with the City's position on the specific topic.

**Open Meeting Laws.** Elected and appointed officials shall comply with all open meeting laws under UCA Title 52, Chapter 4 and shall refrain from creating situations that violate such law.

Because email is a primary way the City communicates important information, employees, appointed, and elected officials are encouraged to check for new email messages at least once a week.

Email related to City business is recognized as official correspondence. Whether printed or not, it is subject to the same policies, rules, and procedures, and must be treated in the same manner as any City correspondence sent or received in printed format.

Employees, appointed, and elected officials shall archive with the appropriate format any and all emails containing substantive information related to City business. Deletion of emails containing substantive information without first printing said emails shall be prohibited. Employees found deleting such records may be subject to disciplinary action in accordance with Chapter 11 of this Policy.

Elected Officials are discouraged from using a personal email account from an outside email provider to conduct City business as it can be difficult to maintain appropriate records. However, if the elected official chooses to use a personal email account to conduct City business, then it is subject to the policy and procedures outlined above and examination for matters related to personnel matters, litigation disclosures, forensic analysis, and information requests under the Government Records Access Management Act (GRAMA) as outlined in section C. "Privacy" above.

### **Social Media.**

Social media refers to technologies and services designed by third parties to establish virtual communities of members with a common focus of interest. These are effective tools for communicating with the public where appropriate.

Employees, appointed, and elected officials have no expectation of privacy when using any equipment or system owned by the City, and are required to follow specific rules and procedures when utilizing these technologies for City business and/or when using City



resources. The City reserves the right to inspect the contents of any computer, telephone, cell phone, or any other equipment that it provides to an employee. The City also reserves the right to inspect any web page history, email, voice mail, text message, instant message, downloaded image, or other electronic file residing on the City server as a result of use of any of the above-described items or as a result of the use of the City's internet or Wi-Fi network connection systems with personally owned devices (Personal Digital Assistant (PDA), Tablets, Cell Phones). Any such inspection may occur at any time and for any reason. Personnel in Supervisory positions should be particularly aware of situations that may warrant monitoring such as:

- c. Suspicion of a crime or violation of policy
- d. To monitor productivity

Elected and appointed officials shall not communicate with each other about public business through social media and should avoid online relationships that could create the appearance of a conflict of interest.

Social Media shall be used and viewed as a second outlet to provide information to the public and shall, whenever possible, route people back to the city's official website. Unless otherwise specified, social media shall be considered transitory in nature and shall not be subject to record retention.

**(1) Twitter.** The City shall actively use Twitter to alert residents of upcoming events, provide information, etc.

**(2) City Website.** The City shall actively maintain a website to provide the public with information of upcoming events, forms, code information, etc. An official electronic version of the site shall be retained by the website host for 30 days. Comments received and responded to from the website (sent via separate email), shall follow the email policy and procedures outlined above.

**(3) Facebook.** The City's Facebook page(s) shall be created in accordance with current Facebook policies. Whenever possible it shall be used to redirect the public to the city's official website for more information.

**(a) Site Administrator(s).** The City Manager shall direct one person and one alternate person to act as the Facebook site administrator(s). This person will be responsible for posting content, responding to comments/requests (where applicable) and overall monitoring of the site.

**(b) Disclaimer Statement.** The City Attorney has prepared the following disclaimer statement to be linked to any City Facebook page:

"Welcome to the official Facebook® fan page of South Weber City, where you will find recent news stories, information, and notices regarding happenings here in South Weber. All fans of our page must comply with both Facebook® Terms of Use as well as those policies and limitations set forth herein. South Weber City reserves the right to edit or remove content that violates Facebook® Terms of Use or is deemed

inappropriate by South Weber City. While South Weber City has the sole right to edit or remove content, it does not have the responsibility to do so. Content which violates Facebook® terms and/or which may be inappropriate for the site, includes but is not limited to one or more of the following: • graphic, obscene, explicit, or racial comments or submissions, including comments that are abusive, hateful, or intended to defame anyone or any organization. • Personal attacks on South Weber City employees or other users of this page. • Solicitations or advertisements, including promotion or endorsement of any financial, commercial, or non-governmental agency, as well as attempts to defame or defraud any financial, commercial, or nongovernmental agency. • Comments that suggest or encourage illegal activity. • The appearance of external links on this site does not constitute endorsement, either officially or unofficially, on behalf of South Weber City. By your participation, you agree that you are participating on this page at your own risk, and by participating you agree further that you are taking personal responsibility for your comments, your username, and any information provided, including posting of personally identifiable information (e.g., phone numbers, email addresses, etc.). In addition, you agree to indemnify and defend South Weber City and its officers and employees from any claims or damages resulting from your interaction with this site. You further agree to hold South Weber City harmless from any claims or damages you may suffer resulting from your participation and/or interaction with this site. We do not allow advertisements or the offering to sell any goods or services, or conduct or forward surveys, contests, or chain letters. We do not allow downloading of any file posted by another user of or from a forum that you know, or reasonably should know, cannot be legally distributed in such manner. You are not allowed to upload or attach files that you know or should know contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer. You are not allowed to delete any author contributions, legal notices, or proprietary designations or labels in any file that is uploaded. South Weber City strongly encourages parents and guardians to supervise their children's use of this page. User generated content, including video, photos, wall posts, and comments, does not reflect the opinion or policies of South Weber City, its officers, employees, contractors, or affiliates. South Weber City (a) does not represent or warrant the accuracy of any statement made herein, (b) is not responsible for any User Content on this site, and (c) does not endorse any opinions expressed on this fan page. Finally, please keep in mind that this site is run by people, just like you. We are doing our best to keep the site interesting and informative and always appreciate your constructive criticism, but please be respectful. “

**(4) Prohibited Use.** Personal use of social media shall not be used during official meetings or during work hours. Personal social media accounts shall not be used as a forum for city business.

**(5) Prohibited Content.** Prohibited content includes political activities, harassing or offensive language or images, endorsements of any product, service or private organization, and commercial and fund-raising activities, except those sponsored or sanctioned by the City.

**(6) Employee Personal Use of Social Media Accounts.** Because personal communications of employees may reflect on the City, personal social media accounts shall not be used as a forum for City business, especially if employees are commenting on City business, Supervisors, or City policies, and because information posted by employees on social media sites or the internet may be spread to large audiences without the employees' knowledge or permission, the City has an interest in regulating employees personal use of social media. Employees who are known as such may be seen by citizens as representatives of the City and such employees' activities on social media networks may reflect upon the City. Employees and elected and appointed officials are expected to maintain an online image that is consistent with the City's goals and objectives.

Nothing herein shall be construed to prevent an employee from speaking out on matters of public concern provided that the employee's interest in making the communication outweighs the City's interest as an employer in preventing the communication. Examples of situations where the City's interest in preventing an employee communication may outweigh the employee's interest in making the communication include, but are not limited to, situations where the speech could:

- 1) Impair discipline by superiors or harmony among co-workers,
- 2) Have a detrimental impact on close working relationships for which personal loyalty and confidence are necessary,
- 3) Impede the performance of the speaker's duties,
- 4) Interfere with the regular operation of City business, or
- 5) Undermine public confidence in the City where public confidence is important to the successful accomplishment of the City's mission.

Therefore, with respect to the personal use of social media, all employees shall:

- I. Comply with privacy protection laws, e.g., GRAMA, HIPPA, and protect sensitive and confidential information.
- II. Not use the City logo or trademarks on the employee's social media networks unless approved to do so by the City Manager. Employees shall follow all copyright laws.
- III. Not make any disparaging comments about the workplace, City policies, Supervisors, co-workers, elected officials, citizens, customers, or other persons associated with the City.
- IV. Not use personal social media channels for internal business communications or disagreements among fellow employees. It is fine for employees to disagree, but employees should not use external blogs or other online social media channels to air their differences publicly.
- V. Not discuss or comment on City business or information that has not yet been made public such as unannounced strategies or projects, potential property acquisitions or divestitures, legal or regulatory matters affecting the City, and other similar subjects that could negatively affect the City. If an employee is uncertain about the sensitivity of a particular subject, the employee should seek

advice from the employee's manager or the City's legal department before talking about it or simply refrain from the conversation.

- VI. Refrain from sharing anything via social media channels that violates the right to privacy of an employee, customer, or other person with whom the City does business. Examples of social media disclosures that may compromise the right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of any single person featured, or the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion. A violation of the right to privacy under this section shall be enforced on a complaint basis. An employee who receives a complaint or a request to remove a picture, video or audio featuring another person, shall promptly remove such content. An employee shall not be subject to discipline under this section unless the employee fails to promptly remove such content or unless the employee acted maliciously in the posting of content featuring another person.
- VII. Not post any information to any blog, social networking site, or other public internet site, that would discredit or disparage the City.

Any employee who identifies himself/herself as a City employee on a social media site either directly (by stating occupation or place of employment) or indirectly (by posting a photo of the employee in a City uniform or in clothing with a City logo), or whose affiliation with the City is known or can readily be inferred shall with regard to their activities on social media:

- a. Not use ethnic slurs, profanity, or statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, religion, or any protected class of individuals.
- b. Not post any material or engage in any speech containing obscene or sexually explicit language, images, or acts.

**(7) Emergency Use.** If social media is used during an emergency, it shall be considered a record and shall be maintained as such.

**(h) Text Messages / SMS.** Employees and appointed and elected officials may use text messaging technologies where informal communication is appropriate in the conduct of City business. Text messaging shall be treated in the same manner as a phone conversation. No record of correspondence is retained once the text message has been deleted from the sending or receiving device.

Employees and appointed and elected officials are responsible for capturing information contained in a text message where that message is pertinent to City business and where, in their best judgment, the information should be retained. Text messages retained on the sending or receiving device may be reviewed as part of investigations into work related misconduct including but not limited to personnel matters, litigation disclosure, and forensic analysis,

whether or not legal action may be required to obtain those records not contained on City owned devices.

### **7.100. Information to the Public**

It is the policy of South Weber City that City departments and other government agencies may submit information about events, programs, policies, and other items to be disseminated to the public to increase community awareness.

1. All information for the Community Newsletter, updates, utility bills, special flyers, and employee newsletters must be approved by the City Manager.
  - a. Information for the above-listed items must be submitted according to deadlines established by the City Manager.
  - b. Information for the above-listed items must meet a City purpose. No private information will be accepted.
  - c. Information for the above-listed items should be submitted through electronic format whenever possible.
  - d. Information submitted for the above-listed items is subject to editing and redesign.
2. Non-City flyers, advertisements, and/or notices will not be accepted in the Community Newsletter, utility bills, etc. unless otherwise authorized by the City Manager.

### **7.110. Use of City Vehicles.**

**(a) Purpose.** The purpose of this Section is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Policy. Employees failing to operate City vehicles in compliance with this Policy shall be subject to disciplinary action.

**(b) Official City Business.** Except as provided in Subsection (k), the use of City vehicles by employees shall be limited to official City business, provided that reasonable incidental stops may be made while in route of City business or during break or lunch periods. City vehicles are not to be taken outside of the City limits without Supervisor approval. Any questionable situations should be cleared with the City Manager or his designee.

**(c) Use Agreement and Driver's License Verification.** Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle and shall carry a valid Utah Driver's License corresponding to the type of vehicle being operated. The City shall have the right to review the driving records of all employees before hire and annually in order to identify unsafe or uninsurable drivers. City employees required to operate City vehicles as a function of their jobs, who are found to have poor driving records, may be subject to disciplinary action up to and including termination. Any employee having his or her Driver's License suspended or revoked shall immediately report such suspension or revocation to the Department Head.

**(d) Authorized Passengers.** Non-City persons may only ride in City vehicles in connection with official City business and when accompanied by a City employee. No other persons such as

family or friends of employees or strangers are permitted to ride in City vehicles unless otherwise authorized by the City Manager.

**(e) Parking and Operation.** All employees using City vehicles shall operate the vehicles in a safe manner and in accordance with all state and local traffic regulations, including, but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations.

**(f) Secured Loads.** Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

**(g) Vehicle Maintenance.** Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their Supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect, or failure involving a City vehicle shall be reported immediately to their Supervisor. No Supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment.

**(h) Vehicle Abuse.** Any employee abusing a City vehicle shall be subject to disciplinary action. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

**(i) Accidents.** Employees shall not admit fault to an accident. Employees shall immediately report any accident or damage involving a City vehicle to their Supervisor in accordance with the accident reporting procedures set forth in Chapter 8.

**(j) Take-Home Vehicle Use.** Employees may, upon specific written direction or approval of the City Manager or Designee, be assigned to take home a City of South Weber ("City") vehicle on a permanent or semi-permanent basis in the event the Employee's position requires on-call status. An employee with a take home vehicle shall follow the following provisions:

Only City employees, possessing a valid State of Utah driver's license appropriate for the vehicle, are authorized to operate City vehicles.

Employees shall not operate a City vehicle while under the influence of drugs or alcohol.

Employees shall not transport any persons other than City employees in a City vehicle, except in the course of official business.

Employees and authorized passengers are expected to observe all traffic regulations, including seatbelt usage, and all policies and procedures of the City, while operating a take home vehicle.

All incidents involving City vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to Risk Management immediately.



Employees with take home vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to the supervisor and/or Risk Management.

Employees will not operate their vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.

Employees are expressly prohibited from making any cosmetic or mechanical modifications to any City owned vehicle without the approval of the City Manager. South Weber reserves the right to remove any or all modifications that may impair the vehicles safety or usefulness and or cosmetic changes that are not in keeping with City policy.

Take home vehicles may only be used for personal purposes on a “de minimis” basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose or during a commute to or from work.

Unattended take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.

Take home vehicles should be fueled with the City’s Fleet fueling card.

Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons only.

Occasions that may prompt the City Manager or Designee to authorize additional employees to take home department vehicles include but are not limited to: preparations made in advance of a severe storm, such as snow, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the City Manager to take home a City vehicle for storm related purposes may be requested in writing through Department Heads in accordance with Department/Division Disaster Plans.

Violations of this policy and procedures may result in disciplinary action and could result in the revocation of take-home vehicle privileges.

**(k) Private Vehicle Use.** When circumstances require an employee to use his or her private vehicle for City business, the employee shall be paid mileage reimbursement approved by the Department Head in the amount specified in the Internal Revenue Code. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

**(l) Minors.** Employees must be 17 years of age or older to drive a city vehicle on public roads as part of their employment. A 17-year-old employee may drive on public roads only if the following requirements are met:

- (1) Driving is limited to daylight hours.
- (2) The employee has a license valid for the type of vehicle being driven.

(3) The employee has successfully completed a state approved driver education course and has no record of moving violation at time of hire.

(4) The vehicle does not exceed 6000 lbs. GVW.

(5) All occupants must be in seat belts when vehicle is moving.

(6) Driving is only occasional and incidental.

(7) The minor driver may not do the following:

(i) Operate any other vehicle besides automobiles and trucks on public roads.

(ii) Transport more than three passengers, including fellow employees.

(iii) Drive more than 30 miles from the City shop.

(iv) Talking on the phone or texting while driving.

(v) Use headphones or other devices that can impair hearing.

**(m) Use of Cell Phones and other Mobile Devices.** Employees are prohibited from talking, texting, reading emails, and performing any other activity with a cell phone or any other mobile device while operating City vehicles and mechanical equipment. Employees who need to use a cell phone or other mobile device shall first stop the vehicle or mechanical equipment in a safe location and put the vehicle in park prior to using the device.

#### **(n) Safety Belt Policy**

In order to reduce unnecessary risk to employees and the City, it is the policy of South Weber City that all employees use available safety belts while traveling in City vehicles for or on City business.

1. All occupants of vehicles owned by the City shall use available front and rear safety belts in a proper way as long as the vehicle is in mobile operation.

2. A City vehicle should never have more passengers than there are seatbelts.

3. Occupants of privately-owned vehicles whether operated at personal or City expense shall abide by the above-stated guideline while on City business.

4. Appropriate disciplinary action may be taken for violations of this Policy. Such action may include loss or reduction of workers' compensation benefits for injuries suffered that are in violation of this Policy.

5. City employees shall not operate a City vehicle in a manner that would violate city, state, and/or federal laws.

6. The Risk Manager shall develop the means to periodically audit the implementation of this Policy.



**(o) Violations.** Employees who violate these directives are subject to disciplinary action, up to and including termination.

## **7.120. Equipment Use Policy.**

### **(a) Use of City Equipment**

Operators of equipment within the City shall be trained and certified to operate such equipment. Appropriate training records should be maintained by the department.

### **(b) Use of City Computers**

Personal use of South Weber City computer software and applications must comply with the South Weber City Acceptable Use Policy (see Exhibit C & D), which prohibits the use of city resources for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. Offensive (i.e., pornographic), harassing, discriminatory, or illegal (i.e., gambling) activities are prohibited. Personal use of software and applications which disrupts or distracts the conduct of South Weber City business due to volume, timing, or frequency is considered an unacceptable use of South Weber City resources.

Costs associated with applications downloaded to South Weber City cell phones is the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e., gambling) in content. Applications with security vulnerabilities should be uninstalled.

The personal use of social networking applications (e.g., Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time.

Office computers may be used at home by the employee since use of authorized software increases the employee's knowledge of the software. Unauthorized software may not be installed or used on the computer. Personal use must comply with the Acceptable Computer Use Policy which does not allow for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. The computer is only to be used by South Weber City employees. Installation of employee personal printers must be pre-authorized.

### **(c) Personal Use of Printers, Photocopy and Fax Machines**

Photocopiers and printers are primarily reserved for city use; however, personal copies and printed materials can be made at the cost found in the City's Consolidated Fee Schedule, paid to the receptionist or other responsible employee. Long distance charges incurred as a result of a personal fax transmission shall be the financial responsibility of the employee and reimbursed to South Weber City.

### 7.130. Drug and Alcohol Policy.

**(a) Purpose.** It is the purpose of this Policy to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This Policy is intended to provide a safer and more efficient work force by avoiding the negative circumstances created by employee drug and alcohol abuse. The provisions of this Policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act.

**(b) Definitions.** As used in this Policy, the following words shall have the following meaning:

**(1) "Alcohol"** means the intoxicating agent in beverage alcohol, beer, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

**(2) "Drugs"** means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, and its metabolite.

**(3) "Employee"** means any full-time, part-time, introductory, or limited employee of the City and any person employed by or providing services for the City in a safety sensitive position.

**(4) "Employer"** means South Weber City (hereinafter referred to as "the City").

**(5) "Prospective Employee"** means any person who has made application for full-time, part-time, or safety sensitive position of employment or volunteer services with the City and who has been selected as a final applicant by the City.

**(6) "Refusal to Submit"** to a test means that the employee (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

**(7) "Sample"** means urine, blood, breath, saliva, or hair.

**(8) "Safety-Sensitive Position"** means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances during the course of performing job duties.

**(9) "Utah Local Governmental Entity Drug-Free Workplace Act"** means the Drug-Free Workplace Act set forth at Utah Code Ann. § 34-41-101, et seq., as amended.

**(c) Applicability.** This Drug and Alcohol Testing Policy shall apply to all City employees, including those City employees who are required to comply with the DOT Drug and Alcohol Testing Policy, to the extent permitted therein.

**(d) Policy.** Alcohol or drug abuse can impair an employee's ability to perform the functions of the particular job safely and effectively; increase accidents, absenteeism, and substandard performance; create poor employee morale; and/or undermine public confidence in the City's work force. It is the Policy of the City to employ a work force and create a workplace free from such adverse effects of alcohol and drug abuse. Violation of this Policy may be cause for disciplinary action up to and including termination.

**(e) Regulations.** No employee of the City may possess, sell, or be under the influence of any drugs or alcohol during working hours, when conducting City business, or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system.

Off-the-job drug use and/or alcohol consumption, which affects an employee's job performance, jeopardizes the safety of employees, the public, or City equipment or results in behavior that is a discredit to the City, is prohibited. An employee who is on-call shall not consume alcohol or any drug which may impair his/her ability to perform assigned duties. Any employee who is called back to work during non-scheduled work hours and has recently consumed alcohol or drugs which impair his/her ability to safely perform his/her duties shall notify the Supervisor of the impairment and shall not report to work. An employee who is convicted of a drug or alcohol related offense shall provide notice to the City in writing of the conviction.

Employees in safety sensitive positions or who drive City vehicles as part of their job duties shall notify their Supervisor before beginning work, or during the work shift, when taking any medication or drugs, whether prescribed or not, that may cause a safety hazard. An employee who is injured in a work-related accident and is found to be in violation of any of the above provisions may have his/her worker's compensation disability benefits reduced.

An employee who is a drug user or alcohol abuser is encouraged to seek help either through the City's Employee Assistance Plan or through other community resources. An employee who violates any of the above provisions shall be subject to disciplinary action up to and including termination in accordance with the City's Personnel Policies and Procedures.

**(f) Testing Required.** In accordance with the provisions of this Policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and/or continued employment with the City. Failure to comply with this Policy may result in the City refusing to hire a prospective employee or disciplinary action for current employees, up to and including termination.

**(g) Basis for Testing.** Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this Policy as a condition of hiring, continued employment, and voluntary services for any of the following reasons.

**(1) Pre-Employment.** Final applicants selected for any full-time, part-time, or safety sensitive position with the City shall be subject to drug testing as a condition of employment.

**(2) Pre-Announced Periodic.** Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

**(3) Accidents.** Employees involved in any work-related accident involving the loss of life or substantial harm to any person or property shall be subject to drug and alcohol testing as determined by the employee's immediate Supervisor or City Manager.

**(4) Reasonable Suspicion.** Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable Suspicion" shall be determined by the Supervising Agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this Policy.

**(5) Random.** Employees shall be subject to unannounced drug and alcohol testing. Employees shall be selected for random testing by using a method uninfluenced by any personal characteristics other than job category.

**(6) Rehabilitation.** Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements. Rehabilitation testing means unannounced, but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this Policy.

**(7) Compliance.** Employees shall be subject to drug and alcohol testing when required by state or federal law. See DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

#### **(h) Testing Procedures.**

**(1) Consent.** Prior to submitting to a drug and alcohol test required herein, prospective, or current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel, and providing the prospective or current employee the opportunity to explain or provide information the employee considers relevant to the test, including current or recent use of prescription and non-prescription drugs or other relevant medical information.

**(2) Collection.** All sample collection for drugs and alcohol testing under this Policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage, and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination, or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services

Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

**(3) Samples.** Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Employees shall submit to a breath alcohol test for alcohol testing required herein.

**(4) Testing.** Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology.

**(5) Time.** Any drug or alcohol testing required by the City under this Policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

**(6) Costs.** Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

**(i) Results.**

**(1) Positive Results.** Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as set forth in the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations. Specifically, an employee's alcohol concentration shall not exceed the limits set forth in Subsection (e) of the City's DOT Drug and Alcohol Testing Policy.

**(2) Notice.** Prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this Policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (4).

**(3) Confirmation.** Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography, a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

**(4) Second Test Option.** If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample tested. The cost of the second test shall be paid by the donor, unless the second sample tests negative, in which case the City shall pay for the cost of the second

test. In addition to the initial test results, the test results of the split sample shall be considered at any subsequent disciplinary hearing if the requirements of this Policy have been complied with in the collection, handling, and testing of the samples.

**(j) Action.**

**(1) Discipline or Refusal to Hire.** The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test or to sign the Consent and Release Form, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees.

In accordance with state law, a prospective or current employee who has a valid medical cannabis card is not subject to adverse action for failing a drug test due to marijuana or tetrahydrocannabinol without evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of medical cannabis.

**(2) Rehabilitation.** The City may also require that an employee rendering positive test results under this Policy enroll in a City-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

**(3) Procedure.** Any disciplinary action taken by the City for violation of this Policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

**(k) Policy Distribution.** This Policy shall be distributed to employees and made available for review by prospective employees.

**(l) Records.** The use and disposition of all drug and alcohol test results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act.

**(m) Prescribed Drug Use.** This Policy shall not apply to the proper use of drugs prescribed to an employee by a licensed physician who has been informed of the employee's occupation and job duties and is of the opinion that the employee can safely work while taking the prescribed drug. All employees shall inform the licensed physician of the employee's occupation and job duties and ask the physician if the employee can safely perform such duties while taking the prescribed drug. If the licensed physician is of the opinion that the employee cannot safely work or perform his or her job duties while taking the prescribed drug, the employee shall report the prescribed drug use and the physician's opinion regarding its use in writing to the employee's Supervisor or the City Manager prior to performing any work for the City.

**(n) Disclaimers.**

**(1) Physician/Patient Relationship.** A physician/patient relationship is not created

between a prospective or current employee and the City or any person performing the test, solely by this Policy and the procedures set forth herein.

**(2) Disabled.** A prospective or current employee shall not be considered "disabled" for purposes of the Utah Anti-Discriminatory Act or the Americans with Disabilities Act solely by reason of testing positive under the terms of this Policy.



**(3) Law Enforcement.** The provisions of this Policy shall not apply to the possession of drugs or alcohol by law enforcement officers during the performance of and in the normal course of their duties for purposes of confiscation, undercover operations, and training.

#### **7.140. Department of Transportation (DOT) Drug and Alcohol Testing.**

**(a) Purpose.** It is the purpose of this Policy to provide guidelines for the implementation and management of a drug and alcohol testing program for City employees who are subject to the Commercial Driver's License drug and alcohol testing requirements under the federal Omnibus Transportation Employee Testing Act of 1991 and the Department of Transportation Regulations promulgated thereunder. The provisions of this Policy are intended and shall be interpreted in accordance with the Omnibus Transportation Act and the Department of Transportation Regulations as defined herein.

**(b) Applicability.** This Policy applies to all City employees who operate a commercial motor vehicle in commerce and who are subject to the Commercial Driver's License requirements of the Department of Transportation, hereinafter "CDL Employees." All other employees shall comply with the Drug and Alcohol Testing Policy rather than the provisions set forth herein. All City CDL employees shall be subject to the testing requirements of this Policy and the City Drug and Alcohol Testing Policy, subject to the following limitation. When the provisions of this Policy are applicable to a certain situation, this Policy shall be complied with and no other testing requirements may be imposed. However, when provisions of this Policy do not apply to a situation which is otherwise covered by the City's Drug and Alcohol Policy, CDL employees shall be subject to testing under the City's Drug and Alcohol Policy. For instance, if a CDL employee is involved in an accident involving loss of life requiring testing under this Policy, the employee would be subject to testing under this Policy and not subject to testing under the other Policy. However, if the employee is involved in an accident not requiring testing under this Policy but requiring testing under the other Policy, the CDL employee would be subject to testing under the other Policy. In any case, if there is any conflict between this Policy and any other Policy or regulation of the City, the requirements of this Policy shall control and no other testing requirements shall be imposed which would conflict or hinder compliance with this Policy.

**(c) Policy.** Alcohol or controlled substance abuse in the workplace is a threat to the safety, health, and job performance of employees and it is the Policy of the City to employ a work force and create a workplace free from such adverse effects of alcohol and controlled substance abuse. It is further the Policy of the City to balance the employee's privacy interest with the City's need to comply with the DOT Regulations and testing requirements for employees subject to the Commercial Driver's License requirements. Violation of this Policy may be cause for disciplinary action up to and including termination.

**(d) Definitions.** As used in this Policy, the following words shall have the following meanings:

**(1) "Alcohol"** means the intoxicating agent in beverage alcohol, beer, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.



(2) "**Consortium**" means an entity that provides alcohol or controlled substances testing as required by the Department of Transportation rules and regulations and that acts on behalf of the City for conducting such tests.

(3) "**Controlled Substances**" shall include marijuana, cocaine, opiates, amphetamines, phencyclidine, their metabolites, and any other controlled substance or its metabolite designated for required testing by the DOT Regulations. Specimens collected under this Policy may only be used to test for controlled substances and their metabolites as defined herein and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by DOT Regulations.

(4) "**DOT Regulations**" means the rules and regulations promulgated by the U.S. Department of Transportation for alcohol and controlled substance testing requirements for employees subject to the Commercial Driver's License requirements pursuant to the Omnibus Transportation Act of 1991, including, but not limited to §§ 49 C.F.R. 40 and 49 C.F.R. 382, as amended.

(5) "**Employee**" means any person in the service of the City who is required as part of his or her job duties to operate a commercial motor vehicle in commerce and is subject to the Commercial Driver's License requirements of § 49 C.F.R. 383, as amended.

(6) "**FHWA**" means the Federal Highway Administration.

(7) "**Refusal to Submit**" to a test means that the employee: (1) fails to provide adequate breath for alcohol testing as required by the DOT Regulations without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required by the DOT Regulations without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(8) "**Safety-Sensitive Functions**" means any duties requiring a Commercial Driver's License or other duties deemed safety-sensitive under the DOT Regulations. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

(9) "**Substance Abuse Professional**" means a licensed physician or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders as defined in the DOT Regulations.

**(e) Prohibitions.**

(1) **Alcohol Concentration.** No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

**(2) On-Duty Alcohol Use.** No employee shall use alcohol while performing safety-sensitive functions.

**(3) Pre-Duty Alcohol Use.** No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

**(4) Post-Accident Use.** No employee may use alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident test, or until he or she undergoes the post-accident test.

**(5) Controlled Substance Use.** No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substances, as shown by the presence of drugs or their metabolites in the employee's system, except when the use is pursuant to the instructions of a physician as set forth herein.

**(6) Controlled Substance Testing.** No employee shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or their metabolites in the employee's system.

**(7) Refusal to Submit.** No employee shall refuse to undergo a required alcohol or controlled substance test.

**(f) Testing Required.** All employees subject to this Policy are required to abide by this Policy and the testing requirements set forth herein as a condition of employment. Employees shall be subject to pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return-to-duty testing, and follow-up testing as set forth herein. Prior to submitting to testing required herein, employees shall sign a Consent Form authorizing the test and permitting release of the test results to appropriate personnel.

**(g) Pre-Employment Drug Testing.** Prior to the first time an employee performs a safety-sensitive function for the City, the employee shall undergo testing for controlled substances. The City shall not allow an employee to perform a safety-sensitive function unless the employee has been administered and the City has received a controlled substance test result from a Medical Review Officer indicating a verified negative test result. A controlled substance test may not be required if the employee has participated in a drug testing program that meets the DOT Regulations within the previous thirty (30) days and all other exception requirements as set forth in the DOT Regulations are satisfied.

**(h) Random Testing.**

**(1) Required Alcohol Testing.** Except as otherwise provided by the DOT Regulations, at least twenty-five percent (25%), of the number of City CDL employees, shall be randomly tested for alcohol each year in accordance with the DOT Regulations.

**(2) Required Controlled Substance Testing.** Except as otherwise provided by the DOT Regulations, at least fifty percent (50%) of the number of City CDL employees shall

be randomly tested for controlled substances each year in accordance with the DOT Regulations.

**(3) Selection Technique.** The selection of employees for random alcohol and controlled substance testing shall be made by a scientifically valid method, such as a random number table or computer-based random number generator that is matched with the employee's Social Security number, or other comparable identifying numbers. Under the selection procedure, each employee shall have an equal chance of being tested each time selections are made.

**(4) Unannounced Tests.** Random alcohol and controlled substances tests conducted hereunder shall be unannounced and the dates for administering the tests should be spread reasonably throughout the calendar year. An employee notified of selection for random alcohol or controlled substances testing shall proceed to the test site immediately.

**(5) Time for Alcohol Testing.** Employees shall be randomly tested for alcohol only while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

**(6) Consortium.** The City may contract with a consortium to administer and manage its random drug and alcohol testing requirements.

**(i) Reasonable Suspicion Testing.**

**(1) Testing Required.** Employees shall submit to an alcohol and/or controlled substances test when a trained and approved Supervisor has reasonable suspicion to believe that the employee has violated the prohibitions of this Policy.

**(2) Reasonable Suspicion.** The Supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion observations for use of controlled substances in violation of this Policy may include indications of the chronic and withdrawal effects of controlled substances.

**(3) Suspicion Form.** The Supervisor shall complete a signed and written record of his or her observations leading to a controlled substance or alcohol test under reasonable suspicion using a "Reasonable Suspicion Form" prepared by the City within twenty-four (24) hours of the determination or before the results of the test are announced, whichever is earlier.

**(4) Alcohol Testing Requirements.** The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee. Alcohol testing under reasonable suspicion must be made during, just

preceding, or just after the period of the workday that the employee is required to be in compliance with this Policy.

**(5) Time Limit for Alcohol Test.** If a test required by this Section is not administered within two (2) hours following the determination of reasonable suspicion, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

**(6) Records.** Records required to be maintained under this Section shall be submitted to the FHWA in accordance with the DOT Regulations.

**(7) Performance.** Notwithstanding the absence of a reasonable suspicion alcohol test under this Section, no employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the employee to perform or continue to perform such functions until an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

**(8) Action.** The City shall not take any action under this Section against an employee based solely on the employee's behavior and appearance, with respect to alcohol or controlled substance use, until an alcohol and/or controlled substance test has been conducted and confirmed in accordance with this Policy.

**(j) Post-Accident Testing.**

**(1) Testing.** As soon as practicable following an accident involving a commercial motor vehicle, the City shall test for alcohol and controlled substances of each surviving driver when:

- (i) the driver was performing a safety-sensitive function with respect to the vehicle and the accident involved loss of human life; or
- (ii) the driver receives a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved; or
- (iii) bodily injury is sustained by any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (iv) one or more motor vehicles incurs disabling damage as a result of the accident, as defined by the DOT Regulations, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

**(2) Available for Testing.** An employee subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to

submit to the testing. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**(3) Time Limit for Alcohol Test.** If a test required by this Section is not administered within two (2) hours following the accident, the City or its agent shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this Section is not administered within eight (8) hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain a record regarding the same.

**(4) Time Limit for Controlled Substance Test.** If a test required by this Section is not administered within thirty-two (32) hours following the accident, the employer shall cease attempts to administer a controlled substance test and prepare and maintain on file a record stating the reasons the test was not promptly administered as set forth in Subsection (3).

**(5) Records.** Records required to be maintained under this Section shall be submitted to the FHWA in accordance with the DOT Regulations.

**(k) Return to Duty Testing.**

**(1) Alcohol Testing Required.** Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) concerning alcohol, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

**(2) Controlled Substance Testing.** Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by Subsection (e) concerning controlled substances, the employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

**(l) Follow-Up Testing.**

**(1)** Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances in accordance with provisions set forth herein, the employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional consisting of at least six (6) tests in the first twelve (12) months following the employee's return to duty and in accordance with the DOT Regulations.

**(2) Time for Testing.** Follow-up testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(m) Testing Procedures.** All testing conducted under this Policy shall comply with the alcohol or controlled substance testing procedures set forth in the DOT Regulation, including but not limited to § 49 C.F.R. 40, as amended. All procedures used for testing shall be conducted in a manner which protects the employee and the integrity of the testing processes, safeguards the validity of the test results, and ensures that the results are attributed to the correct employee. Employees shall be notified of any positive alcohol or controlled substance test results in accordance with the DOT Regulations.

**(n) Confirmation Tests.** Alcohol tests with a result of 0.02 or greater shall be confirmed by a second test that provides quantitative data of the alcohol concentration. Controlled substances tests with a positive result shall be confirmed by a second analytical procedure to identify the presences of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from the screen test in order to ensure reliability and accuracy.

**(o) Results.** No employee shall be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, if the employee has engaged in conduct prohibited by this Policy until the procedures set forth herein are complied with. Any employee found to have violated the prohibitions set forth in Subsection (e) shall be removed immediately from safety-sensitive functions and shall be required to undergo evaluation and treatment set forth herein. Any employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04, shall not be permitted to perform safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. No other action shall be taken against the employee for test results showing an alcohol concentration of less than 0.04, unless otherwise authorized by law or City Policy.

**(p) Referral.** Each employee who has engaged in prohibited conduct under Subsection (e) of this Policy shall be advised by the City of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

**(q) Evaluation.** Each driver who engages in conduct prohibited by Subsection (e) of this Policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

**(r) Treatment.** Each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use shall be evaluated by a substance abuse professional to determine that the employee has properly followed any rehabilitation program and shall be subject to unannounced follow-up alcohol and controlled substance tests

in accordance with this Policy. Evaluation and follow-up testing required herein shall be at the expense of the employee.

**(s) Action.** The City may use confirmed positive test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this Policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and proper appeal proceedings.

**(t) Policy Distribution.** Educational materials, including this Policy, shall be distributed to all City employees subject to the requirements set forth herein. Each employee shall be responsible for reading this Policy and shall file an Employee Acknowledgment Form with the City certifying that he or she has received a copy of this Policy. Any employee questions regarding this Policy or the DOT Regulations may be addressed to the City Manager.

**(u) Records and Confidentiality.** The City shall maintain records of its alcohol misuse and controlled substances use program in accordance with the DOT Regulations and for the time periods required therein. The records shall be considered confidential and shall be maintained in a secure location, separate from other personnel records, with controlled access. Confidential records will be shared on a need-to-know basis only, provided that the employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substance, including any records pertaining to his or her alcohol or controlled substances tests.

**(v) Prescribed Drug Use.** Employees taking prescribed medications may not report to duty unless the employee advises the physician of the employee's occupation and job duties and the physician is of the opinion that the employee can safely perform such job duties while taking the prescribed drug. If the licensed physician is of the opinion that the employee cannot safely work or perform the employee's job duties while taking the prescribed drug, the employee shall report the prescribed drug use and the physician's opinion regarding its use in writing to the employee's Supervisor or the City Manager prior to performing any work for the City.

**(w) Background Checks.** The City shall follow the requirements for background checks for employees with past substance abuse violations in accordance with the DOT Regulations. Prospective employees shall complete and sign a Release Form to allow the City to review previous test results in accordance with the DOT Regulations. The City shall not use an employee to perform safety-sensitive functions if the City obtains information on the employee's alcohol test with a concentration of 0.04 or greater, verified positive controlled substances test result, or refusal to be tested by the employee, without obtaining information on a subsequent substance abuse professional evaluation and/or determination and compliance with the DOT Regulations for return to duty testing.



### **7.150. No Smoking Policy**

1. In order to conform with local, state, and federal law, and to eliminate the health hazards of passive smoking, it is the policy of South Weber City that smoking shall not be permitted in City buildings, vehicles, and facilities. Smoking shall not be permitted in any City building, vehicle, or facility, including maintenance areas. Smoking at the City Center complex or outside of any other City buildings shall only be permitted in areas designated by ordinance.
2. Department Directors responsible for a building (FAC, Fire Station) and/or facility shall place cigarette butt receptacles and "no smoking" notices at each main entrance to the building.

### **7.160. Notary Public Services Policy**

It is the policy of South Weber City that all certified notaries employed as part of the South Weber City Administrative Office adhere to the highest standards of competence and responsibility in the providing of notary public services. Notaries Public of the aforementioned office shall never:

- a. Perform, nor be instructed to perform, any notarial act which the notary or the notary's Supervisor knows to be false or violates notary law or correct procedures; and/or
- b. Notarize any signature without the maker of the signature first appearing personally before the notary;

Notaries public of above referenced office shall:

- a. Exercise reasonable care to properly verify the identity of the maker of the signature by means of personal knowledge or by valid satisfactory evidence;
- b. Correctly maintain a notary journal of all notarial acts they perform;
- c. Refuse to execute a notarial certificate on any document the truth or legality which is uncertain; and
- d. Exercise diligence and utmost care in the performance of all notarial acts.

### **7.170 Reporting Fraud and Abuse**

#### **(A) Definition**

"Improper governmental action" means any action by a South Weber City employee:

- 1) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and
- 2) That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.

#### **(B) Reporting Fraud or Abuse**

Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has



occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the city manager or such other person as may be designated by the city manager to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.

The supervisor/city manager/city manager's designee shall take prompt action to assist South Weber City in properly investigating the report of improper governmental action. South Weber City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

South Weber City employees may report information about improper governmental action directly to the city attorney if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

South Weber City employees who fail to make a good-faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by South Weber City in these procedures.

### **(C) Complaints, Investigations, Review and Enforcement**

A. Any person may file a complaint alleging a violation of this policy.

B. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the city manager who shall provide a copy to the person charged with a violation. The complainant shall provide the city manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.

C. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of South Weber City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. South Weber City is reluctant to begin an investigation based on an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under South Weber City policy. A thorough investigation

of complaints is South Weber City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, South Weber City reserves the right to decline to investigate any complaint that is provided anonymously.

If a complaint is received anonymously, it shall be directed to the Internal Auditor for a recommendation on the processing of the complaint. Upon review of the complaint, the Internal Auditor will recommend to the Audit Committee either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the Internal Auditor's recommendation the Audit Committee shall make the final determination on whether or not to continue the investigation, end the investigation, or refer the matter to an outside entity.

D. Within thirty (30) days after receipt of a complaint, the Internal Auditor or another person appointed by the Audit Committee shall conduct a preliminary investigation. If the Internal Auditor or a member of the Audit Committee or the governing board are implicated in the complaint, the Audit Committee will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.

E. If the Internal Auditor determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the Internal Auditor shall advise the Audit Committee to dismiss the complaint. If the Audit Committee does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

#### **(D) Whistleblower Protection**

*Utah Code* § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

### **7.180 City Hotline**

#### **(A) Introduction**

The South Weber City Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:

- Waste or misuse of public funds, property, or manpower
- Violations of a law, rule, or regulation applicable to the government
- Gross mismanagement
- Abuse of authority

- Unethical conduct

### **(B) Filing a Complaint**

Complaints should be submitted in writing using the attached form (Exhibit E). Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources South Weber City is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:

Email: [Hotline@southwebercity.com

US Mail: South Weber City, Attn: Internal Auditor, 1600 E South Weber Dr, South Weber, UT 84405

### **(C) Entity Processing of a Hotline Complaint**

1. After receipt of the complaint, the Internal Auditor will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that are considered during the screening and prioritization process.
  - a. Does the complaint involve actions by a person subject to South Weber City's authority?
  - b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
  - c. Has the complainant taken appropriate steps to resolve the issue with the entity? If the entity is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
  - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
  - e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
  - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.

2. The Internal Auditor communicates to the Audit Committee:
  - a. The allegation of the complaint
  - b. Any facts supporting or refuting the complaint
  - c. A recommendation based upon preliminary inquiry
3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
  - a. Discontinue the investigation
  - b. Continue with the investigation
  - c. Refer the investigation to another agency
4. If the investigation proceeds, the audit committee sets the following:
  - a. Time and resource budget
  - b. Scope of the audit
5. Internal Auditor completes the audit
6. Internal Auditor creates a report outlining the work performed and conclusions
7. Internal Auditor provides the report to the Audit Committee
8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
9. Governing body addresses any findings noted in the report

#### **(D) Whistleblower Protection**

*Utah Code* § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the entity (see *Utah Code* § [67-21-3\(1\)\(b\)\(iv\)\(A\)](#) for more information).

#### Confidentiality

The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See *Utah Code* Section [67-3-1\(15\)](#)).

Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

## 7.190 Cash Receipting and Deposit

### (A) Purpose

Establish a uniform control design for all departments of South Weber City that receive cash. This policy has been developed by the Finance Director with input received from the City Treasurer, external auditors and approved by the City Council who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the City Treasurer will propose changes to the City Council for review and approval.

#### (a) Cash Receipts at non-City Hall Locations

1. All funds received are entered into the accounting system at the time of the transaction, or in the case of the Family Activity Center (FAC) into an accounting sub-system. If the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have three copies: Customer copy, a Treasurer copy, and a location copy.
2. At the end of each day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Treasurer's office or place it in a secure (locked) place for deposit on the next business day.
3. Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. If an office does not have enough employees to have adjustments made by a supervisor that does not receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
4. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$1,000, the deposit should be brought to the Treasurer's office in the same day.
5. When deposits are made with the Treasurer's office the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt and the signature of the Treasurer's office employee who took custody of the funds. This receipt will be returned to the location and kept with the receipt records. Any discrepancy in the funds being

deposited and the supporting documentation should occur when custody of the funds changes.

6. The Treasurer's office enters the deposit into the accounting system and takes funds to the bank.
7. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

(b) Deposits with Treasurer

1. Treasurer's office employee will receive FAC funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the employee who turned over the funds with the amount received, date and that employees name and signature.
2. An employee from the Treasurer's office enters the information from the deposit into the accounting system.
3. At the end of each day, the Treasurer or designee will compile all cash and checks received, match the total to the total receipts in the accounting system, and create a deposit slip (deposit information should be sufficiently detailed to allow a reviewer to trace individual transactions from satellite locations into the deposit and verify that the funds were received by the bank).
4. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.
5. Department heads for departments that collect cash should review the revenue recorded into the accounting system with their copy of the deposits to ensure correct recording of cash. Where practicable the system should be designed to only allow receipts for cash receipts to be recorded to accounts that pertain to that office or department.

## 7.200 Conflict of Interest

### (A) Overview

South Weber City officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the City. Officers owe a fiduciary duty to the City and must not act in a manner that is contrary to that duty or to the interests of the City. Officers must place the interests of the City over their own personal interests with respect to the governance, policy, strategic direction and operations of the City.

### (B) Policy

It is the intent of the City Council to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the City's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of

the City. For the purposes of this policy, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the City:
  - a. City officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the City Council and the City's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
  - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the City, or to individually conduct negotiations or make contacts or inquiries on behalf of the City unless officially designated by the City Council.
  - c. Officers are prohibited from acquiring or having a financial interest in any property that the City acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the City does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the City and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the City is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the City.
  - d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the City Council which shall decide if such interest should prevent the City from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
  - e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
  - f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the City.

g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the City Recorder and made available to the public upon request.

h. The City Recorder shall provide copies of all completed Forms to the South Weber City Mayor at the end of January each year.

i. The City Council Chair shall review all completed forms and consider the disclosures. The City Council Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the City.

### **7.210 Flag Display Policy**

It is the policy of South Weber City that only the Flags of the United States, Utah State, and South Weber City shall be displayed publicly on City-owned property.



## CHAPTER 8: SAFETY

- 8.010. Employee Duties.**
- 8.020. Report of Accident.**
- 8.030. Risk Management Policies.**
- 8.040. Occupational Injuries and Accidents**
- 8.050. Workers' Compensation Claims**
- 8.060. Medical Examinations.**
- 8.070. Claims and Lawsuits**

### **8.010. Employee Duties.**

Employees shall implement safety precautions at all times and must be aware of conditions that may be hazardous. Any unsafe conditions should be reported immediately to a supervisor or the City Manager and reasonable measures should be taken to remedy the hazardous condition. Employees shall maintain their work area in a clean and safe condition and shall adhere to all requirements of City safety rules and regulations. Failure to comply with such safety provisions may result in disciplinary action up to and including termination.

### **8.020. Report of Accident.**

**(a) Accident Defined.** For purposes of this Section, accident shall be defined as any incident where possible damage to property, injury to personnel, or possible liability against the City may result. Accidents are not limited to automobile accidents, but include collision with stationary objects, individuals falling on stairs or walkways, etc.

**(b) Reporting.** All accidents or injuries shall be reported immediately to a Supervisor. When deemed necessary by the Supervisor, a written report shall be prepared by the employee and submitted to their Supervisor within twenty-four (24) hours from the occurrence. Any Supervisor who receives a written report of an accident or injury shall immediately refer the matter to the City Manager. Upon receiving notice of an accident or injury and the employee's written report of the incident, and when deemed necessary, the employee's Supervisor or City Manager, as the case may be, shall fill out an Accident Report Form, including a description of the date, time, place, witnesses, circumstances, and extent of injury. The Accident Report Form should be filled out within five (5) days of the occurrence of the accident. An employee's failure to report an accident or injury may result in denial of a Worker's Compensation claim and may result in disciplinary action up to and including termination. Employees shall not admit fault to an accident.

**(c) Manager Responsibility.** All claims for damages, either for or against the City, as a result of an accident, and all communications and correspondence with insurance companies, attorneys and other third parties regarding accidents or injuries shall be handled by the City Manager's Office on behalf of the City. Unless otherwise authorized, employees should not discuss such matters with outside parties and shall refer all such inquiries to the City Manager.

**(d) Vehicle Accidents.** In addition to the above requirements, an employee involved in an

accident involving a City vehicle, should immediately call the police and should not attempt to move any vehicles involved in the accident. All accidents involving City vehicles must be immediately reported to the City Manager regardless of the amount of damage. Employees shall not admit fault to an accident.

**(e) Drug Testing.** Employees involved in any work-related accident involving the loss of life or substantial damage/harm to any person or property, as determined by the employee's immediate Supervisor or City Manager, shall immediately submit to a drug and alcohol test. For accidents other than those determined to be substantial, the employee's Supervisor, Department Head, or the City Manager may still require the employee submit for drug and alcohol testing.

**(f) Threats of Suicide.** The appropriate response to a medical emergency or to a situation of imminent suicidal risk is to call 911.

South Weber City employees are advised to report all suicide threats, attempts, and preparatory efforts that occur to the appropriate authorities which may include an emergency contact, designated Employee assistance Program (EAP), etc. This includes incidents that have occurred at work as well as incidents that have occurred away from the workplace.

### **8.030. Risk Management Policies.**

It is the policy of South Weber City to provide a safe work environment, to place responsibility for risk management with each department, to establish a City Risk Management Committee, and to reduce the potential for loss from risk exposures in all city, department, and individual employee activities.

**(a)** Department policies and programs shall address the following areas of concern:

1. Each Department Director is responsible for risk management in his or her department and shall be responsible to fully implement all applicable Utah Local Governments Trust (ULCT) risk reduction programs.

2. Each Director shall develop and maintain policies and practices designed to meet the particular risk management needs of his or her department. Department Directors shall be responsible for imposing appropriate discipline on employee(s) who violate established safety rules, policies, and/or procedures.
3. Citizen Safety. Department policies and procedures shall be designed to promote the safety and protection of private individuals and property.
4. Employee Safety. Individual employees shall take responsibility for their own safety as well as the safety of other employees, citizens, property, etc. Department policies and procedures shall provide appropriate levels of safety for individual employees. Adequate training, appropriate supervision, reasonable scheduling, proper equipment, and other management tools should be utilized in creating a safe working environment. Safety concerns will include the following:
  - i. All vehicles and equipment will be maintained and operated in a safe manner. Each department shall establish a method for employees to report unsafe equipment and working conditions.
  - ii. No employee shall operate or be assigned to operate any vehicle or equipment that is not in safe operating condition as determined by established standards.
  - iii. Safety features shall be a factor in the purchase of new equipment and vehicles.
  - iv. Department policies and procedures shall be designed to properly maintain City-owned property and equipment.

**(b) Risk Management Committee.** In order to provide review of accidents a City Risk Management Committee is hereby formed consisting of the City Manager, Finance Director, City Recorder, City Treasurer, and all Department Heads of the City, or their authorized designee.

The Risk Management Committee shall act as the Accident Review Committee that will review each vehicle accident and determine if it was preventable. In making such determinations the Committee shall ascertain the cause of the accident and how similar accidents can be avoided in the future. Any employee involved in an accident may be required to appear before the Risk Management Committee to explain his or her actions and circumstances involved. Each department in the City is expected to maintain a safe workplace for its employees consistent with federal, state, and local safety codes and regulations.

**(c) Risk Manager.** The Risk Manager is responsible for coordinating risk management activities in the City as follows:

1. The City Manager or designee shall act as the City Risk Manager and will be a resource and assist the Risk Management Committee, Departmental Accident Review Committee, Department Directors, and employees in the implementation of risk management and safety programs in their area and in the organization of departmental risk management activities and training.
  2. The Risk Manager is responsible for overseeing insurance coverage in the City to ensure that coverage is adequate, and policies are kept up to date.
  3. The Risk Manager shall negotiate claims settlement and resolve claims with the public and employees. The Risk Manager is responsible for reporting all property, liability, and worker's compensation claims to the City's insurance provider(s).
- SupervisorSupervisorSupervisorSupervisorSupervisorSupervisorSupervisor

**(d) Safety Incentive Program.** A “Safety Incentive Program” has been established for the Public Works Department to motivate and reward employees for maintaining and creating a safe work environment. The goal of the program is to proactively promote safety and to reduce the likelihood for accidents as defined in section 8.020 of this Policy

#### **8.040 Occupational Injuries and Accidents.**

It is the policy of South Weber City that occupational injuries and accidents shall immediately be reported to the appropriate City officials. The purpose of this Policy is to provide for immediate notification and reporting of occupational injuries and accidents; and assess unsafe conditions, the extent and nature of injuries, and any liability exposures. Specific reporting policies and practices are as follows:

1. Employees shall immediately notify their Supervisor or Department Director of an occupational injury or accident.
2. Employees shall immediately notify the City's Risk Manager of a fatality or serious occupational injury. Serious injury shall include amputations, fractures of major bones (both simple and compound), and hospitalization. The Risk Manager shall immediately notify the Utah Occupational Safety and Health Offices when required by law or regulation.
3. During non-business hours, employees shall also immediately notify the Davis County Sheriff of a fatality or serious occupational injury. The Davis County Sheriff shall also notify the Risk Manager as soon as possible.
4. Upon notification of injury or accident, the Supervisor, Division Manager, or Department Director shall complete the following:
  - i. An ACCIDENT/INCIDENT REPORT filled out by the Supervisor and the employee. The ACCIDENT/INCIDENT report may be completed electronically or in hard copy form.
  - ii. The ACCIDENT/INCIDENT REPORT should be forwarded to the Risk Management office within 48 hours of the accident. Reports that are completed electronically will automatically be forwarded to the Risk Management office.
  - iii. All reports shall be reviewed by the Department Director. This review shall not delay the delivery of the report to the Risk Manager. If this review is not immediately practical, copies of incomplete reports shall be forwarded to the Risk Manager within 48 hours of the accident. Once the review is complete, an updated final copy of the report shall be forwarded to the Risk Management office.
  - iv. Failure to report a work-related injury or illness as outlined in this Policy may result in the delay of Workers' Compensation benefits and may result in disciplinary action. Workers' Compensation claims are to be conducted as outlined in section 5.040. of the South Weber City Policies and Procedures Manual.

#### **8.050 Workers' Compensation Claims**

##### **If an Injury Should Occur**

An employee, who is injured on-the-job, no matter how slight, must report the incident to their supervisor immediately. **Employees may lose their right to workers compensation benefits if they fail to report injuries promptly.** Supervisors must contact the Risk Manager

immediately if the injury is serious or if time off work is prescribed by a medical doctor. An "Accident/Incident" form must be filled out by the employee and Supervisor on all reported injuries and returned to Risk Manager within 48 hours.

### **Medical**

Employees requiring medical attention for an on-the-job injury that occurs during regular business hours must report to:

**Ogden Intermountain Work Med  
1355 Hinckley Drive  
Ogden UT, 84401  
801-387-6151**

Employees exposed to blood should go to Ogden Regional or McKay-Dee Hospital.

For life or limb threatening accidents/illness, the employee should go to the nearest emergency facility. These emergencies include compound fractures, pelvis and femur fractures, unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Call 911 in these instances and the paramedics will direct the care of the employee.

Urgent situations are those requiring immediate care but are not life threatening. Examples include bone fractures other than those listed above or injuries requiring stitches. These types of injuries can be treated at Work Med, **801-387-6151**.

Except in cases of life or limb threatening accidents or illnesses, employees must seek initial medical treatment only from the facilities specifically identified in this Policy (IHC Work Med, Ogden Regional Medical Center, McKay-Dee Hospital, and Davis County Regional Medical Center). If employees seek medical treatment from another provider, employees may be required to pay any charges in excess of the customary charges for the treatment.

Failure to follow the City's Workers' Compensation policies may result in disciplinary action.

### **Special Medical Procedures**

Procedures such as surgery, MRI's, CAT scans, physical therapy, and chiropractic sessions require prior approval from the City's Workers' Compensation Third Party Administrator. If an employee fails to obtain prior approval, the employee may be required to pay the entire bill for the unauthorized services.

### **Return to Work After a Work-Related Injury**

1. **Return to Work – Full Duty:** Immediately following initial treatment for a work-related injury, the employee shall return to work for regular full duty unless directed otherwise by the treating medical provider. The employee shall obtain a written return to work release from the medical provider and shall immediately provide a copy of the work release to the employee's Supervisor and to the Risk Manager. Supervisors shall not allow an employee to return to work unless a written work release is provided from a medical professional.

2. **Return to Work – Modified Duty:** If the treating medical provider places work restrictions on the employee, and the employee is unable to return to full duty, the employee shall return to work either immediately following initial treatment or the next business day regardless of the employee's regular work schedule. The employee shall provide a copy of the written work restrictions to the employee's Supervisor and the Risk Manager.

3. South Weber City has a permissive return to work policy. Temporary transitional assignments are mandatory and, where practical, these assignments will be made available to all injured employees who are unable to immediately return to full duty following a work-related injury. If a transitional assignment is available and the employee chooses not to accept the transitional assignment, the employee shall not be eligible to receive Workers' Compensation wage replacement benefits and will not be allowed to use their accrued sick leave. Temporary transitional assignments shall be given in accordance with the "Return to Work after Serious Injury or Illness" section in this Policy manual.

4. **Return to Work – Off Duty:** Because the City has a permissive return to work policy, it is rare that an employee will be unable to return to a temporary transitional assignment. If an employee receives direction from the treating medical provider to remain off work for a period in excess of one full calendar day, the employee shall immediately notify the Risk Manager.

### **Payroll for Workers' Compensation Temporary Disability**

1. An employee requiring medical attention on the same day as an on-the-job injury should not be charged sick leave or workers' compensation that day. The entire shift should be paid as regular time worked.

2. An employee begins his/her waiting period for workers' compensation wage replacement benefits effective the first full day of time off work due to an on-the-job injury as reported by the doctor. For the purpose of calculating waiting periods days with time off include weekends and unscheduled workdays.

3. The waiting period for workers' compensation wage replacement benefits is three (3) days after the time off work is confirmed by a doctor's report. Days counted as time off do not need to be consecutive. If an employee returns or has been released to return to work, a new doctor's report must confirm time off for further workers' compensation benefits. A full-time employee may use sick or vacation leave during this waiting period.

4. If time off work is required due to a workers' compensation injury, the person preparing payroll must notify the Risk Manager on the day timecards are due. The City's Workers' Compensation Third Party Administrator will determine appropriate waiting periods, leave supplements, and amounts of workers' compensation owed.

### **Workers' Compensation Temporary & Permanent Disability Benefits**

All qualifying workers' compensation disability benefits shall be awarded in accordance to the State of Utah Workers Compensation Act. The City's Workers Compensation Third Party Administrator shall make payment of these benefits.

### **Reduction, Denial or Loss of Workers' Compensation Benefits**

Workers' Compensation benefits may be reduced, denied, or lost as provided by state law. Failure of employees to follow procedures for reporting and processing Workers' Compensation claims as required by state law and the Utah Labor Commission may result in the reduction, denial, or loss of Workers' Compensation benefits. Employees should also be aware that benefits may be in jeopardy when:

1. An employee fails to use or tampers with safety devices provided by the City.
2. An employee fails to obey any order or reasonable rule adopted by the City for the safety of the employee.
3. The major contributing cause of an employee's injury is the employee's use of illegal substances.
4. The major contributing cause of an employee's injury is the intentional abuse of drugs in excess of prescribed therapeutic amounts.
5. The major contributing cause of an employee's injury is intoxication from alcohol.

#### **8.060. Medical Examinations.**

Post-offer applicants and current employees may be required, as legally appropriate and as permitted under the Americans with Disabilities Act, to submit to medical examinations. An applicant who has received a job offer may be required to undergo a medical examination to demonstrate ability to safely perform the essential functions of the position. Employment offers are contingent upon satisfactory completion of such examinations. As a condition of continued employment, employees may be required to undergo periodic job-related medical examinations in accordance with applicable legal restrictions and requirements. All medical examinations required by the City shall be paid for by the City in accordance with Utah Code Ann. § 34-33-1, as amended. All records regarding medical examinations of applicants and employees shall be maintained as classified in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code Ann. § 63-2-101, et seq., as amended.

#### **8.070. Claims and Lawsuits**

In order to protect employees and the City from additional risk by providing timely response to claims and lawsuits through proper claims handling procedures, it is the policy of South Weber City that claims and lawsuits against the City or its employees shall be handled in a systematic and expedient manner.

1. Any employee receiving a claim or notice threatening legal action shall immediately notify the Risk Manager and forward to the Risk Manager all written documents together with a description of the manner in which the claim or notice was received.
2. Upon receiving any claim or notice of legal action, or threat of legal action, the Risk Manager shall:
  - a. Immediately record the claim with the City Recorder's Office.
  - b. Analyze the claim to determine the appropriate action to be taken. Care shall be taken in handling claims so as not to prejudice the City's right to defend itself nor to conflict with the rights and procedures of the City's current insurance carrier.
  - c. Notify the City Attorney's office of serious claims that may develop into lawsuits.



d. Notify the Utah Local Governments Trust (ULGT) within one business day of serious occurrences likely to give rise to significant liability. Lawsuits to be covered by ULGT and Notices of Claims to be handled by ULGT are to be sent to ULGT within three business days.

3. The Risk Manager shall manage all claims as follows:

a. Obtain the necessary information from the claimant and conduct an in-house investigation.

b. Discuss each claim and the pertinent information with the Director of the department affected by the claim. The Risk Manager will seek input from the Department Director before deciding the disposition of the claim.

c. Coordinate and subrogate third party claims on behalf of the City.

4. The Risk Manager shall immediately forward all lawsuit documents to the City Attorney and the Utah Local Governments Trust (ULGT) for appropriate action. The City Attorney's and the Risk Manager shall work in cooperation with the ULGT to conclude the lawsuit and mitigate losses to the City.

5. It is the general policy of the City to defend City employees against claims or actions brought against them as individuals while carrying out City activities unless the actions which bring about the claims or lawsuits are malicious, fraudulent, or occur while the employee is under the influence of alcohol or drugs or the employee is performing duties clearly outside of the assigned course and scope of his or her duties. Employees desiring indemnification shall request it in writing within 10 days of receiving the claim or lawsuit. The written request shall be submitted to the City Attorney.



## CHAPTER 9: EVALUATION AND DEVELOPMENT

### 9.010. Performance Evaluation System.

### 9.020. Tuition Aid Program.

### 9.030. Training and Travel.

### 9.010. Performance Evaluation System.

**(a) Purpose.** The purpose of this Section is to provide guidelines for the implementation of a City employee performance evaluation system.

**(b) Evaluation Periods.** Performance evaluations shall be completed for all employees in their introductory period, full-time, and part-time employees at regular basis on forms provided by Personnel for the purposes of recording current job performance, setting goals and objectives, recognizing accomplishments, setting salaries, and acknowledging strengths and/or deficiencies. Performance evaluations shall also serve to assist the employee in improving performance as necessary and to aid the Supervisor in counseling the employee regarding performance and progress. Each employee shall be evaluated in accordance with the provisions set forth herein at the following times:

**(1) Introductory Period.** Each introductory employee shall be evaluated at the end of the introductory period, and at any other time during the introductory period deemed necessary by the Supervisor, Department Director, or City Manager.

**(2) Annual.** Each employee shall be evaluated annually in accordance with the City schedule. The requirement for an annual evaluation shall not guarantee that the evaluation will be completed within one year of the previous evaluation in cases where further investigation by the Supervisor is required or when there are extenuating circumstances that prohibit the completion of the evaluation at or near the end of the calendar year.

**(3) Additional.** Additional evaluations may be conducted during the course of employment due to specific problems related to satisfactory performance related to the duties of the position held; or at any other time at the discretion of a Department Director or the City Manager. Supervisors are encouraged to meet regularly and/or periodically with employees to monitor the progress made towards specified goals and objectives for the employee.

**(c) Evaluations.** Each employee shall be evaluated by his or her immediate Supervisor according to the performance criteria established by the Department Director. Performance evaluations shall be prepared by the employee's Supervisor and shall be signed by the Supervisor, the City Manager, and the employee. Each evaluation shall be discussed with the employee and the employee shall be given the opportunity to make written comments. If the employee refuses to sign the performance evaluation, it shall be noted on the evaluation. The employee may also add comments as to why the performance evaluation is not being signed.

**(d) Evaluation Interview.** In addition to filling out an Evaluation Form, the Supervisor shall conduct an in-person interview with each employee under his or her direction wherein the Evaluation Form is reviewed, and the employee is given a chance to comment on the evaluation. The interview should be used to improve communication between the employee and the Supervisor. The parties should discuss the favorable and unfavorable aspects of the employee's performance and set specific goals and objectives for the employee's improvement and development during the next evaluation period.

**(e) Evaluation Records.** Evaluation records shall be maintained with the employee's personnel records. Such records shall be maintained and accessed in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City. The employee shall be given a copy of the performance evaluation by the Department Director. Once approved by the Department Director, performance evaluations shall not be changed unless requested by Personnel.

**(f) Compensation Based on Performance.** Employee pay is based upon employee job performance and the compensation plan as adopted and amended by the City.

#### **9.020. Tuition Aid Program.**

**(a) Purpose.** It is the purpose of this program to provide educational assistance in the form of tuition aid to eligible employees for course work taken at an accredited or approved institution, when funds are available, in order to enhance the abilities of the City work force. It is the intent of this Program to benefit the individual and to benefit the City through the utilization of the employee's newly acquired skills and knowledge. The Program is not intended to train employees for opportunities with other employers or to provide reimbursement for seminars and professional training.

**(b) Funds.** The City shall allocate in its annual budget funds deemed appropriate for the Tuition Aid Program. All Tuition Aid shall be contingent upon sufficient funds allocated by the City.

**(c) Eligibility.** In order to be eligible for Tuition Aid, employees must be full-time employees of the City in good standing and must have completed their introductory period of employment with the City. A contract with the City may be required in order to be eligible.

#### **(d) Standards.**

**(1) Job Related.** All classes, courses, or degrees must be pre-approved by the City and must be reasonably related to the employee's present job or determined by the City to be related to the employee's probable future work with the City. In determining whether the course work is "job related," the City shall consider the knowledge, skills, and abilities required by the employee's current job description.

**(2) Accredited Institution.** Course work must be offered at a college, university, or educational institution accredited by the state of Utah or other institution approved by the City Manager.

**(3) Credit.** Course work must be taken for credit and completed. No reimbursement shall be made for audits, incomplete, or withdrawals.

**(4) Time.** Course work must be taken on the employee's own unpaid time. Exceptions may be approved by the City Manager based upon a written statement of the Department Head that unusual circumstances exist.

**(5) Job Performance.** Employees outside educational activities should not interfere with the employee's work and employee's job performance must remain satisfactory. Unsatisfactory job performance during enrollment may result in denial or forfeiture of education assistance in addition to disciplinary action.

**(6) Repayment.** Employee must sign a Repayment Agreement agreeing to repay the City in full for any Tuition Aid in the event the employee voluntarily leaves employment with the City or is terminated for reasons other than reduction in force or job elimination in accordance with the limitations set forth in Subsection (f). Employee shall also agree that the total refund required to be made to the City hereunder may be deducted from the employee's final paycheck from the City.

**(e) Procedure.**

**(1) Application.** Any eligible employee desiring to obtain Tuition Aid shall file a Tuition Aid Application with his or her Department Head. The Application shall be filed prior to the commencement of the course.

**(2) Review.** The employee's Department Head shall review the Application based upon the Standards set forth in this Policy including review of the employee's eligibility for assistance. The Department Head shall thereafter recommend approval or denial of the Application to the City Manager. The City Manager shall review the Application based upon the Standards set forth herein, verify available funds for the request, and approve or deny the Application.

**(3) Reimbursement.** Upon satisfactory completion of the approved course work, a portion of the employee's tuition expenses, fees, and books may be reimbursed to the employee as follows:

(i) 90% for an "A" grade (or "pass" if course is only offered as Pass/Fail)

(ii) 75% for a "B" grade

(iii) 60% for a "C" grade

(iv) 0% for lower than a "C" grade

**(4) Transcript and Receipt.** Prior to reimbursement, the employee must submit to the City Manager, a certified transcript of grade or certificate of completion of the course work and receipts for the actual tuition, fees, and book expenses incurred.

**(f) Limitations.**

**(1) Funds.** All Tuition Aid is contingent upon sufficient funds available in the City budget and shall be distributed on a first-come basis as determined by the date of final approval of the Application by the City Manager.

**(2) Annual Maximum.** Eligible employees are limited to a maximum reimbursement of \$2,000.00 per employee during any calendar year for tuition, fees, and books.

**(3) Other Sources.** Reimbursement is limited by the amount of financial aid the employee receives from other sources such as grants or scholarships; i.e., the employee is only eligible for reimbursement from the City for the appropriate percentage of the employee's total out-of-pocket costs after the grant or scholarship has been deducted.

**(4) Repayment.** Employees who voluntarily leave employment with the City or are terminated for reasons other than reduction in force or job elimination shall be required to repay the City the prorated portion of any tuition aid received from the City within two (2) years prior to the date of termination. Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the amount of the approved costs incurred up to the effective date of termination. Exceptions to this Policy may only be made in writing by the City Council who must sign the decision and provide explanation as to why the exception is in the best interest of the City.

**(5) Compliance.** Failure to comply with this Policy may result in disapproval of Application and/or nonpayment of the reimbursement as determined appropriate in the sole discretion of the City Manager.

**(g) Records.** A copy of Tuition Aid records should be retained by the City.

**9.030. Training and Travel.**

**(a) Purpose.** City employees may be permitted and/or required to attend seminars, meetings, conferences, workshops, and other educational courses when it is anticipated that the training and information received by the officer or employee will increase their knowledge and effectiveness, keep current on new developments, and introduce new innovative practices and procedures that will benefit the City. It is the purpose of this Policy to provide reasonable and systematic means by which attendance and travel to such events will be approved and the cost estimated and controlled for economic, budgetary, and auditing purposes. It is the intent of this Policy to provide adequate controls over training and travel expenditures and to maintain accountability for such expenditures while allowing for flexibility.

**(b) Budget.** The City shall allocate in its annual budget funds deemed appropriate for training and travel expenditures. Each Department Director shall be responsible for keeping expenditures within his or her respective department budget.

**(c) Eligibility.** For purposes of this Policy, "travel" shall be considered any in-state or out-of-state trip taken by a City employee in the course of performing his or her duties, including trips

to or attendance at seminars, meetings, conferences, and workshops. All training and travel expenditures must be pre-approved by the City as set forth herein. All training and travel expenditures must be anticipated to serve a bona fide public purpose and confer a benefit upon the City.

**(d) Procedure.**

**(1) Application.** An employee desiring to utilize training and/or travel funds shall file a Training and Travel Application with their Department Director, stating the purpose, details, and estimated expenses of the training and travel at least two (2) weeks prior to the desired date of departure. Applications for training and travel by a Department Director shall note the name of the person to be in charge of the department during the Department Director's absence. The City Manager shall provide a copy of each Application to Personnel upon approval.

**(2) Review.** The City Manager shall review the Application based upon the requirements set forth herein including review of the Department's training and travel budget. The City Manager shall make the final determination for approval or denial.

**(3) Advancements.** Upon the request of the employee and timely submission of the Application, approved travel expenses may be advanced using the current General Administrative Service (GSA) guideline per diem rates.

**(4) Receipts.** The traveling officer or employee shall document expenses of the trip and keep all original receipts and credit card receipts except those receipts for meals covered by the per diem compensation shall not be required.

**(5) Documents.** An expense report indicating the actual expenses of the trip together with all original required receipts shall be submitted to the Department Director within thirty (30) days after the event in order to receive any payment or refund. Except for per diem advancements, if less money was spent than was advanced, a reimbursement check made payable to the City for the difference shall be attached. Except for per diem advancements, if more money was spent than was advanced, a voucher request for the difference to be paid to the employee shall be attached.

**(6) Summary.** The City Manager may request a written summary or an oral report on all seminars, workshops, conferences, or conventions attended.

**(e) Standards.**

**(1) Mode of Transportation.** Employees are responsible for arranging their own transportation. The most economical form of transportation shall be used considering factors such as the cost of the transportation, the availability of City vehicles, and the amount of time required. If any employee chooses a more costly form of transportation, the City will pay the lesser cost of the two forms, and the per diem rate shall be based upon the amount of time it would have taken under the less costly form of transportation.

If extra time is needed for the more costly form of transportation, the employee shall use vacation or compensatory time for the excess time needed to reach the destination.

**(2) Costs.** Employees are encouraged to utilize the lowest cost travel arrangements possible. Airline reservations should be made, whenever possible, at least thirty (30) days in advance. If a reduced airfare is offered for a stay over a Saturday night, and the reduced rate more than compensates for additional lodging and per diem costs, the employee is encouraged to stay over the additional night. The government or corporate rate should be requested at all hotels.

**(3) Permitted Expenses.** The following allowances and payments may be made for travel expenses.

(i) Transportation. The City may pay for the cost of the most economical form of transportation. Employees traveling in a City vehicle shall use the assigned fuel card.

(ii) Meals and Incidental Expenses. The City may pay employees a per diem amount to cover the cost of meals during each day of travel or training. The per diem rates for meals shall be based on the standard per diem rates identified by the General Service Administration (GSA). For business travel that does not require an overnight stay, lunch per diem is available.

(iii) Fees. The City may pay the actual and reasonable cost of registration and other fees for classes, seminars, workshops, conferences, and conventions.

(iv) Ground Transportation. The City may pay the reasonable and necessary costs for ground transportation, including airport shuttle, taxicab, rental car, and parking lot fees. Receipts must be submitted for reimbursement.

(v) Airfare. The City will pay the cost for standard coach airfare. Flight arrangements shall be made so that arrival times allow for sufficient rest to fully participate in and benefit from the conference, seminar, workshop, or meeting session. The employee's travel itinerary and other supporting cost documentation must be submitted for reimbursement.

(vii) Lodging. The City may pay for the reasonable and necessary costs of lodging if an overnight stay is required. Should an overnight stay be required, the City will provide hotel accommodations at the government rate or single room conference rate. An itemized hotel bill must be submitted with the final travel authorization. Room service shall not be reimbursed. The employee will be responsible to pay for in-room movies and/or any other hotel services including alcoholic beverages.

(viii) Miscellaneous. The City may pay for other miscellaneous costs as deemed reasonable and necessary by the City Manager.

**(4) Personal Expenses.**

(i) Employees. Employees traveling on City business, including employees traveling with a spouse or other companion, shall strictly distinguish expenses incurred as part of City business from personal expenses. The City will provide reimbursement only for those expenses which the employee would normally incur if traveling alone. For example, the City will pay for the employee's lodging at the single room rate and the employee shall be required to pay for any additional double occupancy lodging charge or upgrade. The City shall not pay for personal expenses such as telephone charges, personal transportation charges, room service charges, etc.

(ii) Elected Officials. Elected officials shall be paid the standard mileage allowance for any City business conducted outside the City after exceeding 150 miles one way.

1. South Weber City employees shall exercise primary access to utilize a pool car vehicle; therefore, the request for access by an employee shall be higher priority than the request for access from that of an elected official; and
2. Elected officials shall not be permitted access to a pool car vehicle if the mode of transportation is otherwise funded as a result of paid membership (or other compensation) regarding a board, committee, or other organization.

**(5) Auxiliary Programs.** Frequently, in conjunction with its regular program for members, a conference or convention will provide auxiliary programs for the employee's spouse/partner. These auxiliary programs generally foster understanding and compliment an employee or official's development and performance on the job. Therefore, it is the policy of the City that, where these opportunities are offered and available, the registration cost of the auxiliary program will be allowable if it has been included in the City Budget.



## CHAPTER 10: GRIEVANCES

### **10.010. Grievances.**

### **10.020. Informal Grievance Procedures.**

### **10.030. Formal Grievance Procedures.**

### **10.040. Appeal.**

### **10.050. Retaliations.**

### **10.060. Records.**

### **10.010. Grievances.**

Employees may appeal a decision or disciplinary action (other than demotion or dismissal which are governed by provisions of Chapter 11) by the City which affects his or her employment pursuant to the provisions set forth herein. These guidelines should not be construed as preventing, limiting, or delaying the City from taking disciplinary action, including immediate termination, in circumstances where the City deems such action appropriate. Except as required by state or federal law, the grievance procedures provided herein shall be exhausted prior to seeking alternative remedies.

### **10.020. Informal Grievance Procedures.**

An employee with a grievance may first attempt to settle the matter through discussion with his or her supervisor. If the grievance involves the employee's Supervisor, the matter may be discussed with the City Manager. In such event, all references in this Section to Supervisor shall refer to the City Manager. The Supervisor should review the matter and conduct any investigation as deemed appropriate under the circumstances. If the employee does not believe the problem has been satisfactorily resolved within ten (10) days after the circumstances are first discussed with the Supervisor, or any time prior thereto, the employee may pursue formal grievance procedures as provided herein.

### **10.030. Formal Grievance Procedures.**

**(a) Complaint.** An aggrieved employee may file a formal written grievance with the City Manager within twenty (20) days from the date of the event giving rise to the grievance or within twenty (20) days from the date the employee has knowledge, or should have knowledge, of the event giving rise to the grievance. Grievances shall be filed using an Employee Grievance Form as provided by the City (See Appendix). The time for filing a formal written grievance shall be extended during the time for which informal grievance procedures are pursued. If the grievance involves the City Manager, the grievance may be filed with the City Council, in which case all references herein to City Manager shall refer to City Council.

**(b) Investigation.** Upon receipt of a grievance, the City Manager should review and investigate the matter as deemed appropriate under the circumstances.

**(c) Decision.** The City Manager should, within a reasonable time from receipt of the grievance, prepare and provide the employee written notice of his or her final decision in the matter.



**10.040. Appeal.**

An employee aggrieved by a final decision of the City Manager regarding a formal grievance filed hereunder may appeal such decision to the City Council by filing a written appeal stating the grounds therefore with the City Recorder within twenty (20) days from the date of the decision. The City Council shall conduct a review of the matter reviewing the City Manager's decision for fairness or correctness. The City Council shall prepare and provide to the employee written notice of its final decision in the matter within a reasonable time from receipt of the appeal.

**10.050. Retaliations and Bad Faith Grievances.**

Employees are entitled to bring good faith grievances hereunder without fear of retaliation. No person shall discriminate against another because that individual made a grievance complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein. No person shall coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Employees are further protected under the provisions of the Utah Protection of Public Employees Act, as set forth at Utah Code Ann. § 67-21-1, et seq. Notwithstanding this anti-retaliation policy, if conclusive evidence exists that an employee knowingly or recklessly brought a bad faith grievance and/or made false allegations, then appropriate disciplinary action may be taken.

**10.060. Records.**

The City shall maintain records pertaining to employee grievances filed hereunder and records pertaining to an appeal of such grievances in accordance with the Utah Government Records Access and Management Act, as adopted and amended by the City.

## CHAPTER 11: DISCIPLINE

- 11.010. General Conduct.**
- 11.020. Responsibility for Discipline.**
- 11.030. Investigation.**
- 11.040. Levels of Discipline.**
- 11.050. Administrative Leave.**
- 11.060. Probation.**
- 11.070. Suspension.**
- 11.080. Demotion.**
- 11.090. Dismissal.**
- 11.100. Pre-Disciplinary Action Hearing.**
- 11.110. Appeals.**
- 11.010. General Conduct.**

All disciplinary actions short of termination are intended to be corrective and obtain compliance with policies, orders, procedures, standards of conduct, expected performance standards, and/or improve performance. It shall be the City's discretion as to which type of informal and/or formal disciplinary action is most appropriate. Only full-, part- time, and probationary employees shall have the right to file an appeal to disciplinary actions and then only to formal disciplinary actions. Nothing contained in these Policies and Procedures shall preclude dismissal or suspension with or without pay effective immediately without prior notice and a hearing where the continued presence of the employee would present a hazard or disruption to employees, the public, or the City. When such a dismissal or suspension is imposed, the employee shall be assured rights of a post disciplinary appeal in accordance with this procedure. The City has no obligation to make use of any of these informal actions and need not proceed with them in any particular order. All disciplinary actions shall become part of the employee's personnel record.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules, and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, Supervisors, and the public. An action not in accordance with such policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

### **11.020. Responsibility for Discipline.**

The basic responsibility for discipline lies with the employee's Supervisor under the direction of the City Manager, provided that any disciplinary action involving probation, suspension, demotion, or dismissal shall require prior review and approval of the City Manager in accordance with the procedures set forth herein.

### **11.030. Investigation.**

Prior to any disciplinary action or recommendation of any disciplinary action, the Supervisor shall investigate the alleged conduct to the extent deemed necessary and appropriate under the

circumstances. Such investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

#### **11.040. Levels of Discipline.**

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, probation, suspension with or without pay, demotion, and/or dismissal.

#### **Informal Action**

Informal action may be appropriate when a rule, order, procedure, standard of conduct, and/or expected performance level has been violated. Any one or a combination of the following informal actions may be used as deemed appropriate by the City:

- A. Verbal Reprimand – Whenever grounds for disciplinary action exist and the Supervisor determines that more severe action is not required, the Supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning should be prepared by the Supervisor setting forth the date, time, circumstances, and grounds for the discipline; and the date, time, and circumstances of the verbal notice. Such written documentation shall be maintained with the employee's personnel records. Failure to remedy the deficiency described in a verbal warning may result in additional disciplinary action being taken. The Supervisor(s) should make it clear to the employee that the violation is unacceptable and that any repetition may lead to stronger disciplinary action;
- B. Corrective Interviews – The Supervisor(s) confers with the employee regarding violations and develops a written corrective plan which includes target dates for the correction of violations by the employee. The plan shall be reviewed with and signed by the employee with a copy to be placed in the employee's personnel file;
- C. Written Reprimand – Whenever grounds for disciplinary action exist and the Supervisor determines that more severe action is not required, the Supervisor may reprimand an employee in writing. Written reprimands shall include a detailed statement of the date, time, circumstances, and grounds for the discipline. Written reprimands should also indicate violations and specific actions the employee is to take to correct any violations. Warning should be provided that formal disciplinary action may result if corrective action is not taken by the employee. Such written reprimand shall be signed by the employee and the Supervisor and maintained with the employee's personnel records for the sole purpose of acknowledging the receipt thereof. Should the employee refuse to sign the written reprimand, the Supervisor shall sign and note the date and time of such refusal. Copies of written reprimand shall be placed in the employee's personnel file. These informal types of corrections are intended to correct a problem without recourse to the severity of formal disciplinary action.

## Formal Disciplinary Action

Formal disciplinary actions may include but are not limited to:

- A. Suspension without pay;
- B. Reduction in salary;
- C. Demotion to a lower job classification;
- D. Probation;
- E. Dismissal; or
- F. Any combination of the above.

### 11.050. Administrative Leave.

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged violations of an employee, a supervisor or the City Manager may temporarily relieve any subordinate from duty with pay or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee.

### Suspensions of Exempt Employees

Suspension of exempt employees without pay shall be made in weekly increments; provided, however, deductions from pay may be made for unpaid disciplinary suspensions of one or more days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed because of violation(s) of a written policy applicable to all employees, such as the City's policies prohibiting sexual harassment or workplace violence. Suspensions for any other reason shall be in weekly increments. This provision applies only to exempt employees

### Formal Disciplinary Procedure

Any disciplinary action may be initiated and imposed at the Department Director level. If the alleged violation occurs at the Department Director level, all references to Department Director in these formal disciplinary procedures shall mean City Manager. For all disciplinary actions including dismissals, the following steps shall be followed.

#### STEP 1

Any alleged violation by an employee of policy, procedure, rules, regulations, directives, orders, laws, and/or expected performance levels shall be investigated by the employee's management Supervisor. The Supervisor shall prepare a written report of the investigation which includes the specific violation(s), all available facts, statements of witnesses, the employee's statement, and any recommendations for discipline the Supervisor deems appropriate. As appropriate, this report shall be forwarded to the City Manager.

#### STEP 2

The City Manager shall review the report, conduct an additional investigation, if warranted, and reach a determination as to whether formal disciplinary action is warranted.

### STEP 3

If it is determined that formal disciplinary action is warranted, Personnel shall be notified of the action to be imposed. The employee shall then be provided a written Notice of Intent to Discipline from the Department Director, which contains the following:

- A. A statement which clearly defines the specific action to be taken and the effective date of the action. In cases of suspension, the beginning and ending time should be stated specifically. Generally, the disciplinary action shall become effective after the employee has been allowed the three days to appeal the action to the Department Director.
- B. A statement (and preferably the quoting of the reason(s) as provided in this document) of the policy or procedure that has allegedly been violated or other cause or reason for the disciplinary action.
- C. A statement of the specific action or charges which allegedly constitutes a violation of the policy or procedure.
- D. A description of the records and documents upon which the action is based and a statement that copies of the records are available to the employee upon request.
- E. A statement that the employee may request a meeting with the Department Director within three (3) working days of receiving the Notice of Intent to Discipline to discuss the discipline and present specific evidence as to why the action is not warranted.
- F. A statement that failure to request a meeting with the Department Director or to show for the requested meeting shall forfeit any additional appeal rights.

### STEP 4

If the employee has requested a meeting with the Department Director to present additional evidence within three (3) working days of receiving the Notice of Intent, the Department Director shall:

- 1. Hold the meeting promptly;
- 2. Consider any additional evidence submitted by the employee;
- 3. Impose the disciplinary action or modify the disciplinary action as deemed appropriate;
- 4. Notify the employee in writing of the decision and of the employee's appeal rights; and
- 5. Forward a copy of the entire proceedings to Personnel.

The failure of an employee to request a meeting with the Department Director as outlined in Step 5 or the failure of an employee to appear for the meeting after requesting it shall forfeit any additional appeal rights of the employee.

### 11.060. Probation.

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be placed on disciplinary probation for a period not to exceed six (6) months. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted. The purpose of disciplinary probation is to provide a period during which the employee's performance is carefully monitored and evaluated. Probationary status shall not preclude any other disciplinary action being taken against the employee as deemed appropriate. Any probationary period may be extended by the City Manager.

**11.070. Suspension.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed fifteen (15) calendar days. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted. Any employee suspended with pay must be available to work during all regular business hours.

**11.080. Demotion.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted.

**11.090. Dismissal.**

Whenever grounds for disciplinary action exist and the Supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the Supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the Supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances, and grounds for the recommended disciplinary action and the investigation conducted.

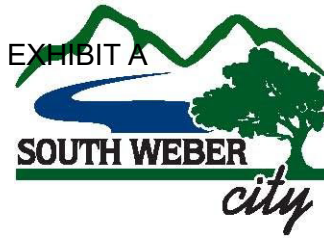
**11.100. Pre-Disciplinary Action Hearing.**

Upon receipt of a Supervisor's recommendation of disciplinary action involving probation, suspension, demotion, or dismissal; the City Manager shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the Supervisor's letter recommending the proposed disciplinary action and stating the grounds, therefore. After the pre-disciplinary action hearing, the City Manager shall provide the employee with written notice of his or her final decision stating the disciplinary action to be taken, if any, and the employee's right to appeal the same.

**11.110. Appeals.**

All appointed officers and employees of the City, other than the City Manager, shall hold their employment without limitation of time, being subject to discharge or dismissal only as provided in Utah Code Ann. § 10-3-1106, as amended. Any appointed officer or employee covered herein

who is discharged or transferred to a position with less remuneration for any reason shall have the right to appeal the discharge or transfer to the City Appeals Board in accordance with the provisions of Utah Code Ann. § 10-3-1106, as amended. All other disciplinary actions may be appealed in accordance with the grievance procedures set forth in Utah Code Chapter 10.



# Ethical Behavior Pledge Form

The following pledge is required to be made annually by all officers and employees of South Weber City:

I, \_\_\_\_\_ am the/a duly elected/appointed  
\_\_\_\_\_ of South Weber City.

I pledge to adhere to the ethical behavior policy as approved by the city. These topics include but are not limited to improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the Conflict-of-Interest Disclosure Form. I understand that state statute and city code provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the South Weber City code of ethics.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_

Signed by: \_\_\_\_\_

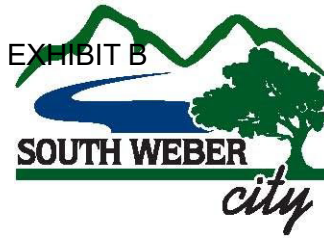
Title/Office: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BY ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_

City Recorder: \_\_\_\_\_





# Ethical Behavior Pledge Form

The following pledge is required to be made annually by all officers and employees of South Weber City:

I, \_\_\_\_\_, am an employee of South Weber City.

I pledge to adhere to the ethical behavior policy as approved by the city. These topics include but are not limited to improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the Conflict-of-Interest Disclosure Form. I understand that state statute and city code provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the South Weber City code of ethics.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

Signed by: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BY ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

Supervisor: \_\_\_\_\_

## EXHIBIT C

# Acceptable Use Policy

## Introduction

The purpose of City-provided information technology (IT) resources is to support city departments in achieving their mission and goals, and to improve city government in general. These resources are intended to assist in the efficient and effective day to day operations of city departments, including collaboration and exchange of information with and between city departments, other branches of government and others. These resources also provide public access to public information. Corporate online systems increase company production and employee effectiveness, but they can become a *time waster instead of a production enhancer* if used without policy guidelines. The employer has total discretion over employee access privileges and the nature of public discussions on the online system, making it a productive and stable environment.

Effective use of city-provided IT resources is important to the South Weber City. To help improve the effectiveness of your use of these resources, incidental and occasional personal use is permitted, as long as such use does not:

- a. Interfere with existing rules or policies pertaining to the department and the city,
- b. Disrupt or distract the conduct of city business (e.g., due to the volume or frequency)
- c. Involve solicitation
- d. Involve a for-profit personal business activity,
- e. Have the potential to harm the city, or
- f. Involve illegal activities

Note: Any resources used for personal use that incurs a cost must be reimbursed to the city.

## Privacy Issues and Legal Implications

**Employees have no expectation of privacy in the use of any IT resources.** The city has the right to access and disclose the contents of electronic files, as required for legal, audit, or other legitimate city operation or management. Do not transmit personal information about yourself or someone else using city-supplied IT resources without proper authorization. E-mail and other electronic files may be accessible through the discovery process in the event of litigation. Each of these technologies may create a “record” and therefore are reproducible and subject to judicial use.

#### Violation of the Information Systems Security Policy

Non-compliance to the minimum requirements or violation of South Weber City’s Information Systems security policy could result in action that may include, but is not limited to, the following:

- a. Suspension
- b. Termination
- c. Other disciplinary action
- d. Civil and/or criminal prosecution

## Employee Responsibilities

Access only files, data and protected accounts that are your own, that are publicly available, or to which you have been given authorized access.

Use IT resources efficiently and productively. Refrain from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, disk space, printer paper, or other IT resources.

South Weber City employees assigned a user ID and password are solely responsible for the confidentiality of that password and the consequences resulting from misuse of the password by them or anyone else:

- a. Change your passwords with regular frequency or in accordance with the city’s policy regarding the frequency of changing passwords
- b. Do not use obvious passwords
- c. When you are away from your desk, take precautions to protect your accounts

Report to the city’s appropriate authority if you:

- a. receive or obtain information to which you are not entitled

(Note: Also notify the owner or sender of such information)

- b. become aware of breaches of security, or
- c. know of any inappropriate use of city-provided IT resources.

Seek the advice of the authorized person responsible for any city-provided IT resource if you are in doubt concerning your authorization to access that resource.

Adhere to copyright law regarding use of software, information, and attributions of authorship. Upon the request of the city, delete (from any computer) and return all city-provided software used for off-site work.

Conduct yourself as a representative of both the city department and city government as a whole. As a minimum, this means that you shall not use IT resources to:

- a. *Distribute offensive or harassing statements*; disparage others based on race, national origin, sex, sexual orientation, age, disability or political or religious beliefs.
- b. Distribute incendiary statements which might incite violence or describe or promote the use of weapons or devices associate with terrorist activities.
- c. *Distribute or solicit sexually oriented messages or images.*

## Unacceptable Use of IT Resources

The first and foremost rule for using these technologies is:

*Don't say, do, write, view, or acquire anything that you wouldn't be proud to have everyone in the world learn about if the electronic records are made public.*

Any use of city-provided IT resources for inappropriate purposes, or in support of such activities, is prohibited (unless authorized through job responsibilities). The following list is currently considered unacceptable use of city-provided IT resources.

### Illegal Use

Any use of city-provided IT resources for illegal purposes, or in support of such activities. Illegal activities shall be defined as any violation of local, state, or federal laws.

### Commercial Use

Any use for commercial purposes, product advertisements or “for profit” personal activity.

### Sexually Explicit

Any sexually explicit use, whether visual or textual. You should not view, transmit, retrieve, save, or print any electronic files which may be deemed as sexually explicit.

### Religious or Political Lobbying

Any use for religious or political lobbying, such as using E-mail to circulate solicitations or advertisements.

### Copyright Infringement

Duplicating, transmitting, or using software not in compliance with software license agreements. Unauthorized use of copyrighted materials or another person’s original writings.

### Unnecessary Use of IT Resources

Wasting IT resources intentionally:

- a. Placing a program in an endless loop;
- b. Printing unnecessary amounts of paper;
- c. Disrupting the use or performance of city-provided IT resources or any other computer system or network (for example, unauthorized world wide web pages, recurrent mass communications); or
- d. Storing any information or software on city-provided IT resources which are not authorized by the department.

### Security Violations

- a. Accessing accounts within or outside the city’s computers and communications facilities for which you are not authorized or do not have a business need.
- b. Copying, disclosing, transferring, examining, renaming or changing information or programs belonging to another user responsible for the information or programs.
- c. Violating the privacy of individual users by reading E-mail or private communications unless you are specifically authorized to maintain and support the system.
- d. Representing yourself as someone else, fictional or real.

### Viruses

Knowingly or inadvertently spreading computer viruses: “Computer viruses” are programs that can destroy valuable programs and data. To reduce the risk of spreading

computer viruses, do not import files from unknown or disreputable sources. If you obtain software or files from remote sources, follow proper procedures to check for viruses before use. You should adhere to any city-specific policy in this area.

Awareness of the following will help reduce the occurrence of viruses:

- a. All information or files electronically down-loaded from the Internet onto a workstation must be scanned before being used.
- b. All demo disks must be write-protected and scanned before use.
- c. Any electronic information being brought into South Weber City's IT environments (i.e., diskette), must be scanned before use.
- d. Zip files are of particular concern.

### Junk Mail

Distributing "junk" mail, such as chain letters, advertisements, or unauthorized solicitations.

### Confidential Information

Transmitting classified information under the Government Records Access and Management Act without proper security.

### Software Security

Software forms the heart of the computers' operations and maintaining it in a secure manner is essential to ensure that the systems are available for use when required and operate in the manner in which they are intended. The software also provides a means by which security of the system can be violated and uses of particularly powerful or sensitive aspects must be controlled.

### Hardware Security

Due regard must be given to the degree of importance that each item of IT equipment, and the information stored on it, has within South Weber City and the value of specific pieces of hardware. Measures must be taken to ensure that hardware or information on it is not rendered inoperable. Access to computer equipment shall be restricted to authorized personnel.

## Bring Your Own Device (BYOD)

Employees are allowed to purchase and use Smartphones and tablets of their choice at work for their convenience. South Weber City reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined. This policy is intended to protect the security and integrity of South Weber City's data.

Employees must agree to the terms and conditions of this policy to use their devices on the City's network.

## Acceptable Use

South Weber City defines acceptable business use as activities that directly or indirectly support the business of South Weber City.

## Personal Use

South Weber City defines acceptable personal use on company time as reasonable and limited personal communication or recreation, such as reading or game playing.

## Internet Filtering

Employees are blocked from accessing certain websites during work hours/while connected to the corporate network at the discretion of the company. Such websites may be blocked due to content or for security reasons such as viruses.

## Unacceptable Use

Devices may not be used at any time to:

- a. Store or transmit illicit materials
- b. Store or transmit proprietary information belonging to another company
- c. Harass others
- d. Engage in outside business activities
- e. Etc.

## Resources

Employees may use their mobile device to access the following company-owned resources: email, calendars, and contacts

## Use in Vehicles

South Weber City has a zero-tolerance policy for texting or emailing while driving and only hands-free talking while driving is permitted

## Reimbursement

### Device Cost

At the discretion of the Department Head, South Weber City may reimburse the employee for all or part of the cost of the device

### Allowance

South Weber City may pay the employee an allowance at the discretion of the Department Head while employed with South Weber City

### Additional Expenses

South Weber City will not reimburse the employee for the following charges: roaming, plan overages, etc.

## Devices and Support

### Phones

Smartphones including iPhone, Android, Blackberry and Windows phones are allowed

### Tablets

Tablets including iPad and Android are allowed

### Connection Issues

Connectivity issues are supported by ISM; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues

### Setup

Devices must be presented to ISM for proper job provisioning and configuration for wireless access

## Risks/Liabilities/Disclaimers

### Termination

South Weber City reserves the right to disconnect devices or disable services without notification

### Lost Devices

Lost or stolen devices must be reported to the company within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

### Acceptable Use

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above

### Liability

The employee is personally liable for all costs associated with his or her device

### Data Loss

The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable

### Disciplinary Action



South Weber City reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy

## Social Networking

The purpose of South Weber City's social networking policy is to allow the company to take advantage of social media's business benefits and promote its products/services, contribute to the relevant online dialog, and better engage with customers and prospects, while avoiding the significant risks involved.

South Weber City reserves the right to monitor how employees use company-owned property, including computers and networking equipment, and employees should be mindful that any and all web browsing they do on the company's premises may be monitored.

### Acceptable Use

#### Discrimination

Employees are forbidden from using social networks to post or display comments about co-workers, supervisors or South Weber City that are vulgar, obscene, threatening, harassing, or a violation of South Weber City's policies on discrimination or harassment

#### Confidential Material

Employees may not use social networks to disclose any confidential or proprietary information about South Weber City or its employees, customers or business partners

#### Identity

When appropriate, employees should disclose their relationship with South Weber City in their online posts and refrain from speaking on behalf of South Weber City when not authorized

### Unacceptable Use

Social media use is subject to the same workplace policies employees must follow in other situations, including but not limited to South Weber City's policies regarding harassment, discrimination, defamation, confidentiality, non-competition and general Internet use.

South Weber City employees should keep in mind that they are personally responsible for what they post online and be mindful that what they say will be available publicly for a long time.

## Overview of Technologies

The following are examples of technologies that this policy governs. As new technologies gain popularity and use, they too will be governed by this policy. This overview will increase understanding of the uniqueness of these technologies as they relate to creating electronic 'records. Each of these technologies creates and electronic record. This is what separates these from other forms of communications such as telephone conversation. An electronic record is reproducible and therefore deserves special recognition.

### E-mail

E-mail is a major means of communication in city government, and it offers an efficient method of conducting city business. E-mail, as defined in this document, consists not only of the city-provided E-mail system, but also the act of sending and receiving E-mail through the Internet.

There are a number of characteristics that distinguish e-mail from other means of communication, such as paper records, telephones, and information stored on electronic media such as diskettes. Awareness of these characteristics should guide your use of E-mail.

#### a. Backups

As part of standard computing and telecommunications practices to prevent loss of data, E-mail systems and the systems involved in the transmission and storage of E-mail messages usually are "backed up" on a routine basis. This process results in copying data, such as the contents of an E-mail message, onto storage media that may be retained for periods of time and in locations unknown to the sender or recipient of a message. The frequency and retention of backup copies vary from organization to organization. While it may be difficult and time consuming, it should be assumed backup copies of e-mail messages exist and can be retrieved, even though the sender or recipients has discarded his/her copy of a message.

#### b. Special Status

While password protecting your E-mail account is beyond usual measures taken to protect access to paper records and telephones, it does not confer a special status on E-mail records with respect to applicability of laws policies and practices.

#### c. Monitoring

In the course of their work, managers, network and computer operations personnel or *system administrators may monitor the network or E-mail system*. It should be assumed that the content of e-mail messages may be seen by these authorized individuals during the performance of their duties.

d. Forgeries

No system of communication is completely secure, including E-mail. Just as with paper communications, an E-mail message can be forged, and it can be distributed beyond the address list originally defined by its author.

e. Viruses

Executable files (e.g., \*.exe, \*.com) can be transmitted via E-mail. You must always check executable files attached to E-mail messages for viruses before they are executed on city-provided IT resources.

f. Legal Implications

E-mail and other electronic files may be accessible through the discovery process in the event of litigation.

Facsimile (Fax)

Fax machines, in the past, simply created a paper copy of the original message. With today's technology, this is becoming less and less true; and electronic copy may be created. The same rules governing acceptable use of other city-provided IT resources also apply to the use of fax technology. The faxed message may be "backed up" onto other storage media. As with other technologies the content of faxed messages may be seen by authorized individuals during the performance of their duties.

Use of fax technology does not always require a password for access. Recipients should not assume that the sender is always reported. A fax should always be perceived as a non-private communication method. Remember, anyone at the other end may read your fax.

Internet

The Internet provides the ability to communicate, collaborate with others and access information throughout the world. However, there is little in the way of hierarchy or control of the information available. Increased access to computers and people all over the world also brings the availability of controversial material that may not be considered of value to an individual or the city.

Even if you are able to encrypt your data, anything you transmit over the Internet is subject to interception, reading, and copying by other people. This includes E-mail, personal information and passwords that are transmitted when you log into an account or log into another computer. The following guidelines should be followed when accessing the Internet:

- a. Internet access will only be authorized after formal approval is granted by South Weber City.

- b. It is forbidden for South Weber City personnel to use the Internet in a way that violates the privacy rights of others or in a way that breaches restrictions under relevant laws and legislation (e.g., advertising, copyright, libel and defamation).
- c. South Weber City's Internet access should never be used for personal gain. Games, or other personal recreation, letter writing campaign, chain letters, solicitation or other activities that might be construed as illegal or unethical.
- d. Data or other information downloaded from any Internet site must be scanned for viruses.
- e. The Internet is an unsecured communication medium and must not be used to transmit confidential, sensitive or proprietary business information.

#### Voice Mail

Voice mail is a means of communication that is in and of itself unique. It is similar to a telephone conversation, but it creates a "record". This should always be remembered by anyone using this technology. By the very definition of a record, the sender must remember that the message can also be saved, replayed, and shared with others that the sender did not intend. It also can be used in litigation. The same rules of password protection and confidentiality that concern other technologies also apply here.

#### Emerging Technologies

This policy does not address the specific details of technologies that are not yet to be invented or implemented within city government. This policy should be sufficient to allow you to determine the acceptable use of any new or emerging technology. If you have any questions regarding appropriate use of particular technology not specifically covered in this policy, please contact the appropriate individual in the city.

1. *Your judgement regarding incidental and occasional personal use is important. While this policy does not attempt to articulate all required or proscribed behavior, it does seek to assist in such judgement by providing the above guideline. If you are unclear about the acceptable "personal" use of a city-provided resource or wish to use the resource for what may be considered as a good cause, seek authorization from the city department's appropriate authority.*

2. *Use caution when sending classified information. Always display "CONFIDENTIAL" on the screen when sending classified information. Confirm that encryption has been enabled. Inform the recipient of the information's classification, their responsibility to keep it private, and their responsibility to dispose of it in a secure manner at the end of its retention period.*

EXHIBIT D

## SOUTH WEBER CITY

### COMPUTER ACCESS AGREEMENT

Please **read and initial** each of the following:

- \_\_\_\_\_ 1. As an employee of South Weber City, I have received a copy of South Weber Information Technology Resources Acceptable Use Policy. I hereby accept and agree to abide by the standards set in the policy and as outlined below for the duration of my employment with South Weber City including, but not limited to the following:
- \_\_\_\_\_ 2. The computer system is **South Weber City property** and has been developed for city business. The use of IT resources is for the benefit of the city government.
- \_\_\_\_\_ 3. I understand that **personal** e-mail and personal Internet browsing should not be done on city time.
- \_\_\_\_\_ 4. Installation or introduction of **unauthorized software** to a city owned computer network is prohibited.
- \_\_\_\_\_ 5. I understand that **unauthorized copying** of software from city computers to personal computers is illegal.
- \_\_\_\_\_ 6. I will access only files, data and protected accounts that are my own, that are publicly available, or to which I have been given **authorized access**.
- \_\_\_\_\_ 7. I understand **data stored on city equipment is for city use**. Any unauthorized transmission or copying of information, electronically or otherwise, is prohibited.
- \_\_\_\_\_ 8. I will not view or transmit any **crude, vulgar, or sexually explicit material**, whether visual or textual. I understand that I should not view, transmit, retrieve, save, or print any material which may be deemed inappropriate.

- \_\_\_\_\_ 9. It is the employee's responsibility to demonstrate the need for city related access to the **Internet**. I understand that I will need to be able to justify my Internet use periodically.
  
- \_\_\_\_\_ 10. It is the employee's responsibility to **report any inappropriate use of e-mail or the Internet**.
  
- \_\_\_\_\_ 11. Under no condition shall you give your password to another person. To **protect your password**, change it frequently, and don't use obvious passwords.
  
- \_\_\_\_\_ 12. Violation of any of these policies **could result in termination** of employment.

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

\_\_\_\_\_  
Date

EXHIBIT E

## HOTLINE REPORTING FORM

**Email completed form to:**

Hotline@southwebercity.com

**or Mail to:**

South Weber City

Attn: Internal Auditor

1600 E South Weber Dr

South Weber, UT 94405

**Complainant Information:**

<b>Complainant to remain anonymous?</b> <b>Yes</b> <b>No</b>		
<b>Complainant would like a response?</b> <b>Yes</b> <b>No</b>		
<b>Complainant Name</b>	<b>Check One</b> <input type="checkbox"/> Elected Official <input type="checkbox"/> Entity Employee <input type="checkbox"/> Citizen/Contractor	<b>Date Submitted</b>
<b>Home Address</b>		
<b>Phone/cell/email</b>		
<b>Work Address and information (if applicable)</b>		

**Information Concerning the Complaint (Please complete one form for each separate complaint)**

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

<b>Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)</b>
<b>Who is the above person's supervisor? (Please provide name, position, and phone#)</b>
<b>What is the assertion of improper governmental activity? Please describe in detail.</b>
<b>When did the event(s) take place? Please include dates, time, and frequency.</b>
<b>Where did the event(s) occur?</b>



**Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?**

**Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)**

**How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?**

**What specific law or state regulation has been violated?**

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

**Appendix A**

Bereavement Leave Form

Grievance Leave Form

Health Compensation Form

Jury Duty Form

Mileage Reimbursement Form

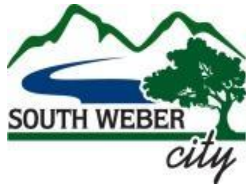
Outside Employment Form

Sick Leave Form

Travel Request Form

Tuition Reimbursement Form

Vacation Leave From



**Council Meeting Date:** June 28, 2022

**Name:** Dana Shuler

**Agenda Item:** Culinary Water System Meter Station Installation Project

**Objective:** Award construction contract

**Background:** New State rules and hence Division of Drinking Water rules (Utah Code 19-4-14 and Admin Rule R309-510, respectively) require the establishment of system-specific source and storage sizing requirements for public water systems. The system-specific sizing requirements will be based on water use data that water systems are required to collect and report to the Division of Water Rights. To collect and provide this data requires the installation of system meters at key locations in the water system.

**Summary:** This project was designed to meet the above referenced rules. The project was publicly advertised, and bids were opened on June 14, 2022 at City Hall. Five (5) bids were received. The bid results are shown on the enclosed Bid Tabulation. The tabulation shows the bidders in order of lowest to highest for the Base Bid.

**Committee Recommendation:** N/A

**Planning Commission Recommendation:** N/A

**Staff Recommendation:** AAA Excavation of Willard, Utah is the low bidder. They are qualified and experienced to do this work. We recommend that the Council award the **Base Bid** to the low bidder, **AAA Excavation**, in the amount of **\$99,189.00**.

**Attachments:** bid tabulation

**Budget Amendment:**

	Budget	Actual (Current)	Difference
Design and Bidding	\$11,000	\$7,746	\$3,254 under budget
Construction Management	\$9,660	TBD	TBD
Construction	\$82,340	\$99,189	\$16,849 over budget
<b>TOTALS</b>	<b>\$103,000</b>	<b>TBD</b>	<b>\$13,000 over budget (approx.)</b>

**BID TABULATION**

**South Weber City Water System Meter Station Project**

*Bid Opening: June 14, 2022 at 2:00 p.m., South Weber City Hall*

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		AAA Excavation Inc		Ormond Construction Inc		JR Burton Contractors		CT Davis Excavation		Corrio Construction Inc	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Westside Reservoir Meter Vault	1	LS	\$ 53,000.00	\$ 53,000.00	\$ 51,578.28	\$ 51,578.28	\$ 49,099.72	\$ 49,099.72	\$ 52,400.00	\$ 52,400.00	\$ 67,626.00	\$ 67,626.00	\$ 91,108.00	\$ 91,108.00
2	Central Reservoir Meter Vault	1	LS	50,000.00	50,000.00	47,610.72	47,610.72	50,509.87	50,509.87	55,931.00	55,931.00	67,626.00	67,626.00	83,482.00	83,482.00
<b>TOTAL (Items 1-2)</b>				<b>\$</b>	<b>103,000.00</b>	<b>\$</b>	<b>99,189.00</b>	<b>\$</b>	<b>99,609.59</b>	<b>\$</b>	<b>108,331.00</b>	<b>\$</b>	<b>135,252.00</b>	<b>\$</b>	<b>174,590.00</b>

Project Engineer Dana Q. Shuler

Date 06/15/2022

**RESOLUTION 22-34**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
AWARDING CULINARY SYSTEM METER STATION  
INSTALLATION PROJECT CONTRACT**

**WHEREAS**, new state and Division of Drinking Water rules (UC 19-4-14 and Admin R309-510) require system specific source and storage sizing requirements for public water systems; and

**WHEREAS**, the sizing requirements will be based on water use data collected and reported to the Division of Water Rights; and

**WHEREAS**, system meters must be installed at key locations within the water system to gain that information; and

**WHEREAS**, request for proposals (RFP) was advertised per state requirements and bids were opened publicly at City Hall by Jones and Associates on June 14, 2022; and

**WHEREAS**, five bids were received and AAA Excavation of Willard was the low bid; and

**WHEREAS**, Engineer Dana Schuyler verified they are qualified and experienced to do this work and recommends the bid be awarded in the amount of \$99,189.00;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** The Culinary System Meter Station Installation Project Contract is awarded to AAA Excavation in the amount of \$99,189.00.

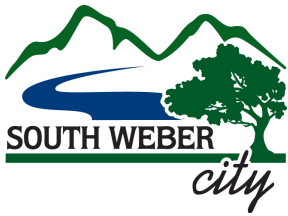
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Dills	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**



#11 Ray Creek  
CITY COUNCIL MEETING  
STAFF REPORT

MEETING DATE

June 28, 2022

PREPARED BY

Brandon Jones  
City Engineer

ITEM TYPE

Administrative

ATTACHMENTS

Resolution 22-35

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Resolution 22-35: Final Acceptance Recommendation for Ray Creek Estates Subdivision.

PURPOSE

Final Acceptance of all public improvement in the Ray Creek Estates Subdivision.

RECOMMENDATION

Approve as presented.

BACKGROUND

On July 30, 2020, Ray Creek Estates was granted Conditional Acceptance. This started the 1-yr guarantee period.

In accordance with Section 11-4-2K of City Code the subdivider of any subdivision or development where public improvements have been built must “request in writing that the subdivision receive ‘final acceptance’ by the City Council.” The request has been made. As required, we have inspected the public improvements and have found them to be in good working order and meeting the adopted City Standards, except for a small, settled trench that requires some asphalt repair. We have estimated the cost of this repair to be \$10,866. The option of the city removing this amount from the current escrow and making the repair as part of the city’s annual street maintenance projects was presented to the developer. We feel this gives the city more control over ensuring the repair is done properly. The developer would like to pursue this option.

We therefore recommend that the City Council grant “Final Acceptance” of all the public improvements associated with the Ray Creek Estates development, remove \$10,866 from the escrow account, and use the money to make the necessary asphalt repair referenced above.

Once Final Acceptance is granted and the amount referenced above is taken from the escrow account, all remaining escrow funds can be released.

SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-35: Final Acceptance of the Ray Creek Estates Subdivision, remove \$10,866 from the escrow account, and make the asphalt repair as referenced in the staff memo.

**Deny** – Move to deny Resolution 22-35: Final Acceptance of the Ray Creek Estates Subdivision

*List Reasons.*

**RESOLUTION 22-35**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
ACCEPTING RAY CREEK ESTATES SUBDIVISION**

**WHEREAS**, the plat for Ray Creek Estates Subdivision was approved in July 2017 and all improvements have been completed and the guarantee period has now passed; and

**WHEREAS**, developer Kody Holker has requested acceptance by South Weber City of the Ray Creek Estates Subdivision and release of all escrow funds held for improvements; and

**WHEREAS**, City Engineer, Jones and Associates has conducted a detailed inspection and found an area in need of repair for which the developer requests the estimated amount be deducted from the escrow account; and

**WHEREAS**, Jones and Associates recommends Final Acceptance of Ray Creek Estates Subdivision;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Acceptance:** Ray Creek Estates Subdivision is hereby accepted by South Weber City, assuming full responsibility for ownership and maintenance of improvements. All remaining escrow funds will be released at this time subject to the following conditions:

1. Amount of \$10,866 removed for asphalt repair.
2. Payment in full of any fees due to the City.

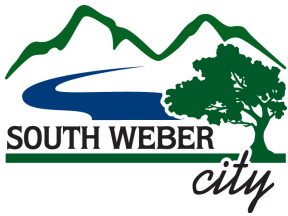
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day June of 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**



# CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

June 28, 2022

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 22-36

License Agreement

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Resolution 22-36: Hill Air Force Base (HAFB) License Agreement

PURPOSE

Support HAFB's efforts to monitor potential groundwater pollution

RECOMMENDATION

Staff recommends adoption of Resolution 22-36

BACKGROUND

The HAFB is required to monitor potential groundwater pollutants in certain areas of the city. They already have monitoring wells on private and City-owned property throughout the City. They are requesting a new licensing agreement with the City to continue the current monitoring wells and add additional locations in the future if needed.

HAFB staff has been tasked with making sure all their monitoring well license agreements are up to date and in place properly. City staff met and discussed with HAFB staff on June 15 the need for continued & additional wells on City property or within public right-of-way and an updated agreement.

ANALYSIS

The licensing agreement is a general license for HAFB to place up to 20 monitoring wells on city property. The dates of the agreement show a back date to show a continuation of coverage with previous monitoring agreements with the City. Specific location requests will be reviewed and evaluated by staff if/when they are requested.

**SAMPLE MOTION LANGUAGE**

**Approve** – Move to approve Resolution 22-36: HAFB License Agreement

- Add any amendments as desired

**Deny** – Move to deny Resolution 22-36: HAFB License Agreement

**Continue** – Move to continue Resolution 22-36: HAFB License Agreement



**RESOLUTION 22-36**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING HILL AIR FORCE BASE (HAFB) LICENSE AGREEMENT**

**WHEREAS**, Hill Air Force Base (HAFB) is required to monitor potential groundwater pollutants in certain areas of South Weber City; and

**WHEREAS**, they currently have monitoring wells on both private and city-owned property; and

**WHEREAS**, there is a request to continue current monitoring and add additional locations if needed up to a total of 20; and

**WHEREAS**, Council supports HAFB efforts to monitor the groundwater for the safety of all citizens;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Adoption:** Hill Air Force Base License Agreement is hereby adopted as attached herein as Exhibit 1.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 28<sup>th</sup> day of June 2022.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**  
**HAFB GROUNDWATER LICENSE**  
**AGREEMENT**

HILL AIR FORCE BASE, UTAH      LICENSE NO. USAF-AFMC-KRSM-20-1-0072

LICENSE

BETWEEN

SOUTH WEBER CITY

AND

THE UNITED STATES AIR FORCE

**WHEREAS**, South Weber City, a body politic of the State of Utah, (hereinafter “Grantor”) whose business address is 1600 East South Weber Drive, South Weber, Utah 84405-9659, has agreed to grant the United States Air Force (hereinafter “USAF”), a license which allows the USAF to locate and maintain groundwater monitoring wells and conduct groundwater and soil testing in connection with groundwater monitoring project (hereinafter “Project”), at various locations (hereinafter “Premises”) which are located within the boundaries of South Weber City and owned by the Grantor.

**WHEREAS**, the Grantor and the USAF entered into that certain License No. AFMC-HL-7-13-770, to conduct the Project within the Premises (defined above), which by its terms expired on 28 February 2018.

**WHEREAS**, the Parties acknowledge that USAF has continued to conduct the Project within the Premises since 1 March 2018; and

**WHEREAS**, this License continues to grant USAF approval to conduct the Project within the Premises in accordance with the terms set forth in Section 1 hereof.

**NOW, THEREFORE**, the Grantor and the USAF agree as follows:

#### **AGREEMENT**

1. Subject to the terms and conditions set forth herein, the Grantor hereby grants to USAF a non-exclusive and temporary right to access the Premises for the exclusive purpose of conducting the Project on the Premises. The USAF shall have access to the Premises to conduct the Project for a term of **one year beginning 1 March 2018 through 28 February 2019**. The USAF shall have **nineteen** one-year options to renew this license, and provided that unless and until the USAF shall give notice of termination in accordance with provision 7 hereof, this license shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for payment of rentals. This license shall in no event extend beyond **28 February 2038**.

2. In consideration of and for the rights granted under this license, and subject to the availability of appropriations therefore, the USAF shall pay the Grantor rent at the following rate: **five hundred dollars (\$500.00) per year**, payable at the end of the term and at the end of each renewal term. Payment shall be made by the Defense Finance and Accounting Service. If the

license is terminated for any reason before the end of a full term, rental periods of less than one year shall be prorated.

3. The routes of ingress and egress to, from and across the Premises for Project purposes are primarily via covered roadways maintained by the Grantor. It is agreed that the USAF will have access daily to the Premises by vehicle to collect water samples, measure groundwater levels, and conduct any necessary maintenance at the location of each monitoring well. The USAF agrees to carry out its operations at its own risk and expense, and the Grantor shall not be responsible or liable for any injuries to persons or damage to property when such injuries or damage is caused by or results from the operations, acts or omissions of the USAF in the exercise of its rights and use of the Premises for Project purposes under this license and is not due to the negligence of the Grantor. USAF agrees to repair and damage to public improvements occurring in the Premises as a result of the Project. Rental amounts include wear to roadways due to the ingress and egress to access monitoring locations.

4. The Grantor agrees that access to the Premises shall be granted to the Utah Department of Environmental Quality, or its successor, under the same terms and conditions as access is granted to the USAF.

5. If Grantor decides to sell any interest in the Premises, Grantor shall inform the purchaser of the terms of this license before the sale is finalized. Grantor also agrees to notify by certified mail, the Hill Air Force Base Installation Support Team of the Environmental Directorate – Operations for the Air Force Civil Engineer Center, with an address of:

AFCEC/CZOM  
7290 Weiner St (Bldg 383)  
Hill AFB UT 84056–5003

of the Grantor’s intent to sell any interest in the Premises at least thirty days prior to any conveyance of the Premises. If the Grantor fails to notify the USAF of the conveyance, all rentals accrued during the preceding payment period shall be forfeited.

6. The USAF shall have the right, during the existence of this license to attach fixtures, and erect structures or signs, in or upon the Premises hereby granted. Said fixtures shall consist of up to **20 monitoring wells or piezometers** to be placed at various locations. The actual number and location of monitoring wells or piezometers (not to exceed the maximum number) may vary during the duration of this license based on the needs of the USAF or the city. The USAF shall provide updated maps and location information both initially after signature of this license and then subsequently each time a monitoring well or piezometer is added or removed. Such notification shall be made in writing to the addresses in Paragraph 8 below. Monitoring wells or piezometers which may be required by the USAF after the signature of this license shall be installed only with the approval of an authorized official of the Grantor. In no case shall the USAF install a monitoring well or piezometer without the authorization of the Grantor. Any such fixtures, structures, or signs, so placed upon or attached to the Premises shall be and remain the property of the USAF and may be removed or otherwise disposed of by the USAF. If Grantor finds that any fixture, structure, or sign (existing or new) poses a threat to public safety, Grantor

is responsible to notify USAF in writing and USAF will be responsible to remedy the threat within thirty (30) days of notification.

7. Either party may terminate this license at any time by giving thirty day notice in writing to the other party, and no rental shall accrue after the effective date of termination.

8. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice. If given by the USAF, notice shall be addressed to:

South Weber City  
Attn: City Manager  
1600 E South Weber Dr.  
South Weber, UT 84405-9659

If given by the Grantor, notice shall be addressed to

75 CEG/CL  
5713 Lahm Ln (Bldg 593 N)  
Hill AFB UT 84056-5410

9. The Grantor warrants that no person or selling agency has been employed or retained to solicit or secure this license upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty the USAF shall have the right to annul this license without liability or in its discretion to deduct from the license price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this license or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this license if made with a corporation for its general benefit.

11. (a) The USAF may, by written notice to the Grantor, terminate the right of the Grantor to proceed under this license if it is found, after notice and hearing, by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise), were offered or given by the Grantor, or any agent or representative of the Grantor, to any officer or employee of the USAF with a view toward securing a license or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such license; provided that the existence of fact upon which the Secretary of the Air Force or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

(b) In the event this license is terminated as provided in paragraph (a) hereof, the USAF shall be entitled (i) to pursue the same remedies against the Grantor as it could pursue in the event of a breach of the license by the Grantor, and (ii) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the

Secretary of the Air Force or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Grantor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the USAF provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

12. Within ninety (90) days after termination or expiration of this license, the USAF, at its cost and expense shall, subject to the availability of appropriations therefore, remove all above ground structures, signs and other appurtenances installed on the Premises, remove and cap the monitoring wells to natural ground level, and use all practicable efforts to return all affected ground surfaces of the Premises to the condition that existed immediately prior to the installation of the monitoring wells, reasonable wear and tear and damage by the elements or other circumstances over which the USAF has no control excepted.

13. The Grantor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Grantor involving transactions related to this license.

14. Other than as indicated in Paragraph 6, this agreement may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

15. The Grantor warrants they are the owners of the property and if it is later determined they are not the owners, Grantor will reimburse the USAF the rentals paid during the term of this license.

16. If Grantor is a corporation, partnership, trust, estate or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind Grantor.

17. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the Grantor.

18. The invalidity of any claims, part or provision of this agreement shall not affect the validity of the remaining portion or portions hereof.

19. This license is not subject to Title 10, U.S.C. 2662.

20. USAF hereby indemnifies and agrees to hold Grantor, its officers, employees, representatives, successors and assigns ("Indemnified Parties") for, from and against any and all claims, liabilities, losses, suits, judgments, causes of action, fines, penalties, costs and expenses, including but not limited to court costs and attorney fees and cost of investigation, of any nature, kind or description which may be incurred by the Indemnified Parties, or any of them, at any time as a result of any damage to any property or persons in connection with or arising out of the location, construction, installation, operation, use, maintenance or existence of the Project and any related improvements constructed or installed over and through the Premises in any manner

associated therewith unless such claims arise from and are materially attributed to the gross negligence of the Indemnified Parties.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

SOUTH WEBER CITY

\_\_\_\_\_  
DAVID LARSON  
City Manager

\_\_\_\_\_  
Date

THE UNITED STATES OF AMERICA  
by The Secretary of the Air Force

\_\_\_\_\_  
JEFFREY P. DOMM, SES, DAF  
Director, Installations Directorate

\_\_\_\_\_  
Date