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Emergency Response Policy **6 1-01.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

In an emergency Facilities Management employees may have different responsibilities from other building occupants. It is important for employees to react correctly to the range of potential problems to protect themselves, building occupants, and the facilities in which they work.

II. POLICY

Employees shall follow the appropriate chain of command, make proper notification, and follow established procedures during emergency situations.

III. PROCEDURES

See attached procedures.

Emergency Response Employee Responsibilities Procedure **61-01.0**

Effective Date 7-1-99

Revision Date

Power Outages

- Identify the source of the power outage.
- Attempt to repair the problem if the power loss is a result of the equipment failure at the facility.
- Contact the utility company if the power loss results from a problem outside the facility.
- Inform the building's Agency Representative of the estimated length of loss of power*

Earthquake

- During an earthquake, seek shelter under heavy objects, such as desks or doorways, keeping away from windows or glass doors.
- After the alarm sounds, evacuate the building assisting occupants as they exit.
- After the building has been cleared, cordon off the building so that no one can re-enter it.
- The building remains empty until assigned crews verify the building is safe for reentry.
- Provide additional assistance as directed.

Fire

- After an alarm sounds, identify the area of the alarm and verify the existence of a fire.
- If no fire can be found, report it to a supervisor.
- If the fire is a small one (smaller than a wastebasket), attempt to extinguish it with a fire extinguisher.
- If the fire is large, evacuate the building assisting other building occupants as well.
- Remain outside the building, assisting with basic first aid, if necessary, and assist with other duties as assigned.
- Do not re-enter the building until it is cleared for re-entry.

Bomb Threat

- Conduct searches for suspicious items, as directed. DO NOT TOUCH UNKNOWN ITEMS.
- Assist with building evacuation if requested.

***Decisions to send employees home due to power outages are made by the division director or the designated department representative.**

The FM program director or the designated DFCM representative will notify the executive director's office that state employees have been sent home. The governor's office may be notified by the DFCM representative if requested by the executive director's office.

Emergency Response Notification and Chain of Command Procedure 61-01.0

Effective Date 7-1-99

Revision Date

1. Each facility coordinator must:
   - Maintain an emergency response call list for DFCM employees.
   - Maintain a list of the emergency coordinators assigned by each occupying agency to assist in the event of an emergency.
2. Immediately following an emergency that appears to be life threatening to building occupants, the facility coordinator contacts 911 to report the emergency and then assists with the building evacuation, if necessary.
3. The facility coordinator notifies the program director and describes the emergency.
4. The program director classifies the emergency response required as high-level or low-level, depending on the situation. A high-level response would include natural disasters or other incidents, which threaten the lives and safety of the building occupants. A low-level response would include such emergencies as a broken water line, which may damage the facility but do not threaten the safety of building occupants.
5. The program director contacts the DFCM division director, if necessary, and informs him/her of the nature of the emergency. The division director contacts additional parties as necessary.
6. Based on the classification of the emergency, the facility coordinator proceeds with the following duties:

   High-Level Reponses

   Homeland Security will establish a command post that

   may include the following:

   - Governor or representative
   - Division director
   - State fire marshal
   - National Guard
   - DFCM may also set up an internal command center

   FM employees assist with evacuation and basic first aid until Homeland Security gives further instructions.

   As information comes to the command post, Homeland Security disseminates information and give instructions.

   DFCM assists with the building evacuation and basic first aid, if necessary.

   DFCM representatives communicate the extent of the problem to emergency coordinators.

   A DFCM representative or the fire department determine if the building is safe for re-entry.

   A DFCM crew prepares the building for re-entry and seeks emergency procurements if necessary.

Emergency Response Notification and Chain of Command Procedure **61-01.0**

Effective Date 7-1-99

Revision Date

Low-Level Response

DFCM assists with the building evacuation and basic first aid, if necessary.

DFCM representatives communicate the extent of the problem to emergency coordinators.

A DFCM representative or the fire department determine if the building is safe for re-entry.

A DFCM crew prepares the building for re-entry and seeks emergency procurement if necessary.

On Site Accidents Policy **61-02.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

When an accident occurs at a facility, it is vital to respond quickly to ensure that appropriate medical care is given and to obtain accurate information about the cause of the accident and any resulting injuries. This information is used to prevent such accidents from re-occurring and to provide an accurate record of the incident.

II. POLICY

Employees shall immediately inform the Facility Coordinator of accidents occurring on properties managed by Facilities Management. The Facility Coordinator shall call for medical attention and shall complete a DFCM *Accident Report* on the incident and inform the Human Resources Representative of the need to complete a Worker's Compensation Report if an employee is involved. The Facility Coordinator also needs to inform the Managing Facility Coordinator of the accident as well.

III. PROCEDURES

1. Immediately following an accident on the facility's premises, the facility coordinator, or another FM representative, is notified of the need to respond to the incident and complete an accident report.
2. After notification, the facility coordinator or FM representative goes immediately to the scene of the accident, taking a camera and accident report.
3. The facility coordinator contacts a security officer to provide medical attention and/or assessments of the injured person. If the facility does not have a security officer, 911 should be called to send medical assistance.
4. At the scene the facility coordinator:
   - Photographs the accident scene, surroundings, and any other pertinent information;
   - Takes statements from the injured person and any witnesses; and
   - Completes the accident report.
5. If the accident involves an employee, the Human Resources Representative is notified to complete a Worker's Compensation claim. The employee is taken or goes to the nearest Industrial Preferred Provider. Each complex has a current listing.
6. After the accident report is complete, the facility coordinator:
   - Retains a copy of the Accident Report and original photos;
   - Sends the original to DFCM's human resource technician; and

- Sends a copy to Facilities Management's research analyst.

7. If a "Notice of Claim" is filed because of the accident, the facility coordinator immediately notifies the MFC and the Division of Risk Management of the claim and sends a copy of the accident report to Risk Management.

Emergency Plan Policy 61-03.0

Effective Date 7-1-99

Revision Date

I. PURPOSE

Because natural disasters and building emergencies occur with little or no warning, a plan to deal with such emergencies must be in place prior to the event of an emergency. Planning is the best way to protect the lives of building occupants should an emergency occur.

II. POLICY

Each facility coordinator shall create an emergency plan for each facility and keep a copy of the plan on-site at all times.

III. PROCEDURES

See attached procedures.

Emergency Plan Procedure **61-03.0**

Effective Date 7-1-99

Revision Date

1.Describe the purpose of the emergency plan.
2. Ensure that correct information is located in FDRP to provide:

A. Emergency phone numbers. This includes:
- Security
- Police department
- Fire department
- Paramedics
- Poison control
- Questar Gas
- Rocky Mountain Power
- Facility coordinator

B. Employee notification list. This includes:
- Home phone numbers
- On-call pager numbers

C. Emergency coordinator notification list. This includes:
- Names of emergency coordinators
- Emergency coordinators' work locations
- Work phone numbers
- Home phone numbers

3. Describe how to evacuate the building, including the following instructions:
- Leave the building quickly (Do not take time to pick up additional objects)
- Use stairs, not elevators in a loss of power or fire
- Instructions for a person trapped in a building
- Instructions on assisting the disabled during evacuations
- A written and visual description of evacuation points and exits
- Any evacuation information on unique structures, such as a parking garage, etc.

4. Ensure employees receive the multi-colored emergency response booklets. Review with them the correct response for building occupants during the following emergencies:
- Bomb threats and other threatening calls
- Loss of power
- Earthquake
- Fire

5. FDRP needs to be updated every 6 months. The FM Office Specialist and Research Analyst will coordinate this in cooperation with Facilities Coordinators and their office technicians.

Building Evacuation Instructions Policy **61-04.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

When emergency situations arise, buildings must be evacuated. Building evacuation must be done as quickly and as orderly as possible to protect building occupants.

II. POLICY

Every building shall have an evacuation plan that shall be posted on each floor in an easily seen location. The evacuation plan shall indicate the exit which employees should use in the event of an emergency and include instructions not to use elevators during a building evacuation.

III. PROCEDURES

1. Each facility coordinator must develop a building evacuation instruction for each facility, which includes the following:
   - Assigned exits for building occupants to use in case an evacuation is necessary
   - Assigned areas to which to employees gather following a building evacuation
   - Directions that all building occupants leave the building immediately through the nearest exit when an alarm sounds.
   - Elevators may not be used during a loss of power or fire.
2. The building evacuation instructions are posted in the main hallway of each floor.
3. Facility coordinators train emergency coordinators in building evacuation procedures.
4. Emergency coordinators convey building evacuation instructions to their co-workers as requested by the facility coordinator.
5. Under the direction of the facility coordinator, each building will have one scheduled evacuation per year. The date and time of the evacuation must be documented and retained for record keeping purposes.
6. Annually, the evacuation route shall be reviewed. If changes are needed, the posted plans shall be revised and a copy of the revised plan sent to the office specialist in 4130.
7. Any revised plans will be entered into the FDRP by the office specialist.

Emergency Coordinator Policy **61-05.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Effective preparations can minimize the confusion that arises in emergency situations and protect employees and building occupants. Emergency coordinators on each floor within each division convey information to their co-workers and provide assistance in the event of an emergency. Increasing the number of people in a facility who understands how to respond to emergencies provides greater protection to building occupants.

II. POLICY

Each facility coordinator shall identify an emergency coordinator on each level of a building for each division located on each floor, provide training for each emergency coordinator, and supply each emergency coordinator with an emergency response kit. Additional emergency coordinators may be selected based on the size of the building and/or the number of building occupants.

III. PROCEDURES

1. In conjunction with the occupying agencies, the facility coordinator identifies one person from each agency for each floor of the facility to be an emergency coordinator. A facility coordinator may identify additional emergency coordinators due to the size of the facility or based on the numbers of building occupants.
2. The facility coordinator:
   - Gives each emergency coordinator an Emergency Response Kit which includes a small first aid kit, flashlight, and portable radio and batteries;
   - Informs the emergency coordinator of his/her duties as indicated on the *Emergency Coordinator Checklist;* and
   - Gives a copy of the *Emergency Coordinator Checklist* to the emergency coordinator.
3. On an as-needed basis, the facility coordinator meets with each emergency coordinator and provides additional information and training.

Flag Display Procedure **62-06.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Because the US flag and the Utah State flags are symbols of freedom and heritage, correct protocol must be followed for the display and care of these flags.

II. POLICY

The flags of the United States and the State of Utah shall be displayed and cared for in keeping with the following procedures. Only the President of the United States or the Governor of the State of Utah may authorize flags to be flown at half staff.

III. PROCEDURES

See attached procedure.

Flag Display Procedure **62-06.0**

Effective Date 7-1-99

Revision Date 11-30-05

General Rules of Display

The United States Code *(U.S. Code, Title 4, Chapter 1, Section 7(c))* states:
"No other flag or pennant should be placed above or, if on the same level, to the right of the flag of the United States of America…."

In other words the US flag must *always* be the most prominent flag or pennant flown. This is not an option. Prominence is indicated by either flying the flag higher than other flags or by flying the flag to the right of all other flags. "Right" refers to the flag's *own* right.

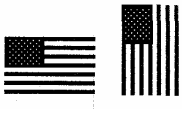
For example, think of yourself as the flag. You are standing, facing an audience. If you are on the same level as other flags, instead of above them, those lesser flags will be on your left. If you look to your right, there is nothing there because you are in the position of prominence at the right-hand edge of the line of flags. In other words, you are positioned on the flag's own right and all the other flags are on the flag's own left. If you are in the audience, the American flag will therefore be positioned on the left. Also, the American flag should be the largest flag flown or, at the very least, roughly the same size as the largest flag flown.

Outdoor Display

Flags displayed twenty-four hours a day are illuminated after dark.

When displaying a flag from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building the union of the flag should be placed at the peak of the staff unless the flag is at half-staff.

When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.



When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.

When the flag is displayed over the middle of the street, it should be suspended vertically with the union to the north in an east and west street or to the east in a north and south street.

Flag Display Procedure **62-06.0**

Effective Date 7-1-99

Revision Date 11-30-05

Display with Other Flags

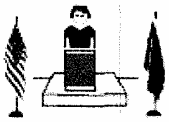
When flags of states, cities, localities or pennants of societies are flown on the same halyard with the flag of the US, the latter should always be at the peak.

When the flags are flown from adjacent staffs, the flag of the US should be hoisted first and lowered last. No such flag or pennant may be placed above the flag of the US or to the US flag's right.

When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.

When it is displayed with another flag against a wall from crossed staffs, the flag should be on the right, the flag's own right, and its staff should be in front of the staff of the other flag.

Display in Auditoriums and Indoors



When displayed from a staff, the flag of the US holds a superior position in front of the audience and to the speaker’s right as he/she faces the audience. Any other flag is flown to the left of the speaker or the right of the audience. If displayed flat, it should be displayed above and behind the speaker.

The flag should form a distinctive feature of the ceremony of unveiling a statue or monument, but it should never be used as the covering for the statue or monument.

When the flag is suspended across a corridor or lobby in a building with only one main entrance, it should be suspended vertically with the union of the flag to the observer's left upon entering. If the building has more than one main entrance, the flag should be suspended vertically near the center of the corridor or lobby with the union to the north, when entrances are to the east and west or to the east when entrances are to the north and south. If there are entrances in more than two directions, the union should be to the east.

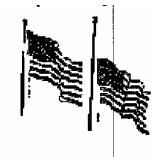
Flag Display Procedure **62-06.0**

Effective Date 7-1-99

Revision Date 11-30-05

Half-Staff

Flags may be lowered to half staff only when the President of the US directs, and then only after the Governor of the State of Utah orders that flags be lowered to half-staff (see procedures below).



The flag, when flown at half-staff, is first raised to the top of the staff and then lowered to half-staff position. The flag is again raised to the top of the staff before being lowered for the day.

On Memorial Day the flag is displayed at half-staff until noon and then raised to the top of the staff. The flag should be hoisted briskly and lowered ceremoniously. The term "half-staff" means the position of the flag when it is one-half the distance between the top and bottom of the staff.

Procedures for flying FM Flags at Half-Staff

A. Email or phone notification is received from the Governor’s Office for flag lowering request.
B. The FM office specialist communicates the request to each complex, following the pre-determined procedure.

Care of Flags

New flags are obtained by contacting the FM office specialist in 4130 and requesting a new flag. Damaged or dirty flags are returned to an FM office technician who will arrange for cleaning and repair if applicable. Facility Coordinators are responsible for maintaining the flags on their respective campuses. Facility Coordinators send flags that cannot be repaired or satisfactorily cleaned to the South Valley Complex for incineration.

The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning (the South County Complex will incinerate).

Conduct During Hoisting, Lowering Or Passing Of Flag

During the ceremony of hoisting or lowering the flag or when the flag is passing in a parade or in review, all persons present except those in uniform should face the flag and stand at attention with the right hand over the heart. Those present in uniform should render the military salute. When not in uniform, men should remove their headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Aliens should stand at attention. The salute to the flag in a moving column should be rendered at the moment the flag passes.

Respect For Flag

No disrespect should be shown to the flag of the United States of America; the flag should not be dipped to any person or thing. Regimental colors, state flags, and organization or institutional flags are to be dipped as a mark of honor.

Flag Display Procedure **62-06.0**

Effective Date 7-1-99

Revision Date 11-30-05

The flag should never:

- Be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.
- Touch anything beneath it, such as the ground, the floor, water, or merchandise.
- Carried flat or horizontally, but always aloft and free.
- Be used as wearing apparel, bedding, or drapery. It should never be festooned, drawn back, nor up, in folds, but always allowed to fall free. Bunting of blue, white, and red, always arranged with the blue above, the white in the middle, and the red below, should be used for covering a speaker's desk, draping the front of the platform, and for decoration in general.
- Be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
- Used as a covering for a ceiling.
- Have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.
- Be used as a receptacle for receiving, holding, carrying, or delivering anything.
- Be used for advertising purposes in any manner whatsoever. It should not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes or anything that is designed for temporary use and discard. Advertising signs should not be fastened to a staff or halyard from which the flag is flown.

No part of the flag should ever be used as a costume or athletic uniform. However, a flag patch may be affixed to the uniform of military personnel, firemen, policemen, and members of patriotic organizations.

The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin being a replica, should be worn on the left lapel near the heart.

Internal Procedure Assessment Policy **62-07.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Operation and Maintenance Agreements are contracts between Facilities Management (FM) and other state agencies to provide services. Internal procedure assessments verify that the services provided by FM to state agencies are being performed in a satisfactory manner.

Internal assessments are designed to provide feedback to facility staff and identify those areas that need additional attention. These assessments are performed by the preventive maintenance specialist and others as assigned, and focus on FM offices, facilities, and grounds.

II. POLICY

Each building managed by Facilities Management shall be assessed annually by the preventive maintenance coordinator.

III. PROCEDURES

See attached procedure.

Internal Procedure Assessment Procedure **62-07.0**

Effective Date 7-1-99

Revision Date

1. The preventive maintenance (PM) coordinator identifies DFCM responsibilities outlined in the facility's Operations and Maintenance Agreement. The PM coordinator may request that additional DFCM employees participate in the assessment.

2. The FM office is assessed, including the following:
   - Accident reports
   - Workers compensation claims
   - Chemical inventory list
   - MSDS file
   - Lockout/tagout logs
   - Lockout/tagout authorization
   - Training records (Some of these may be kept at FM Administrative Offices, but should still be examined as. part of the audit.)
   - Quality assessment audits

3. Facility is assessed, including the following:
   - Mechanical rooms and equipment
   - HVAC systems and energy management issues
   - Roof and roof equipment
   - Parking lots
   - Lighting
   - Janitorial (general cleanliness)
   - Store rooms
   - Fire protection system/fire extinguishers
   - Windows
   - Building exterior
   - Personal protective equipment

4. Grounds are assessed, including the following:
   - Lawn upkeep and quality
   - Overall maintenance of flower beds
   - Snow removal (promptness and quality)
   - Work areas (including the greenhouse)
   - Trimming and pruning of trees and shrubs
   - Entrances, curbs, and gutters
   - Stairs
   - Garbage containers and litter control
   - Loading docks
   - Leaf removal

Internal Procedure Assessment Procedure **62-07.0**

Effective Date 7-1-99

Revision Date

5. A customer service survey is generated twice a year to agency representatives. The resulting report serves as a reference for the facility coordinator and staff to identify deficiencies and celebrate successes.

6. The managing facility coordinator reviews the results of the assessment with the facility coordinator.

Key Security Policy **62-08.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

The distribution of access cards/keys to building occupants is the responsibility of assigned Facilities Management employees. An integral part of building security includes the proper maintenance of thesedevices, including a confidential record and process for secure access card /key distribution.

II. POLICY

Facilities Management employees shall maintain a record of the access cards/keys distributed to building occupants. Facilities Management employees shall not loan out access cards/keys or duplicate them prior to or without the completion of the appropriate requisition process described in the following procedures.

Ill. PROCEDURES

Key Records

- All facilities must maintain a lock and key record for hard keys, indicating the key serial number, the corresponding facility locks, and key holder information.
- All facilities must maintain at least an electronic file for access cards, and have an appropriate and secure procedure for activation and issuance, as well as for deactivation and/or collection for terminated or resigned staff.
- Lock and key and access card records are confidential. Only authorized employees identified by each facility coordinator may access these records.

Key/Access Card Requests

- If a key is needed for a building occupant, a *Key Requisition Form* must be completed and submitted to DFCM.
- A *Key Requisition Form* must be signed by the immediate supervisor. Requests for master keys must be signed by the appropriate division director.
- All keys must be stamped with a serial number prior to their distribution.
- Access cards must be requested in written form, (email preferred) by the employee's supervisor, with the areas of access being detailed in the communication.
- Each facility coordinator shall determine the detail of the process, including cost, availability of service, etc, and communicate such to their agencies.

Restrictions

- Keys/Access Cards may not be duplicated by keyholders.
- Keys/Access Cards may not be loaned or transferred to others.
- If a keyholder changes offices, DFCM will not issue a new key until the previously issued key is returned.
- Unauthorized duplications or loaning of keys/access cards by Facilities Management employees isgrounds for corrective action, including verbal or written warnings, suspension without pay, or dismissal.

Lost Keys

- Lost keys/access cards are to be reported immediately to DFCM.
- If a key is lost, the person's name and the date of the loss are recorded.

- A duplicate key is issued.
- If a master key is lost, DFCM notifies the division director who determines if the area should be re-keyed.
- Upon the division director's request, the area is re-keyed and new keys are distributed to employees.
- Lost access cards shall be deactivated. The established practice of the complex shall be followed regarding replacement and cost of such.

Radio Use Policy **62-09.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Radios are necessary for communicating between Facilities Management staff, as well as within and among complexes. The appropriate usage of radios ensures that they can be used when needed.

II. POLICY

Radios shall be used for communication between staff on work-related needs and shall not be used for personal reasons.

III. PROCEDURES

Radio Usage

- Radios are to be used for work-related purposes only and are not to be used for personal business.
- The person calling should always sign off when a call on the radio is completed.
- Radio etiquette is to be followed at all times.
- The Facility Coordinator shall determine if staff should take radios home so they can be available for emergencies that arise while off duty.

Emergency Situations

- In emergencies the term "Code Red" is used by the radio operator to indicate that an emergency exists.
- When a "Code Red" call is issued, other parties must maintain radio silence until the Code Red is released.
- The person issuing the Code Red is responsible for releasing the Code Red when the emergency is over.

Abuse of Radio Privileges

If employees abuse their radio privileges, the following corrective actions will occur:

- First offense verbal warning
- Second offense written warning
- Third offense suspension
- Fourth offense termination

Tools Policy **62-10.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

The use of tools is a fundamental part of maintaining facilities. To protect employees and enable them to complete their responsibilities effectively, tools must be maintained properly.

II. POLICY

Tools used in facilities shall be state-owned, well-maintained, permanently labeled, and used correctly.

III. PROCEDURES

Labeling Tools

All tools must either be inventoried or be permanently labeled in the manner prescribed by the facility coordinator of the complex.

Borrowing Tools from other FM Facilities

- If tools from other facilities are needed to complete work assignments, employees must contact the supervisor of that facility to check out the needed tool.
- Tools borrowed from other facilities must be promptly returned and checked -in through the facility's supervisor.

Broken Tools

- Broken tools are returned to the facility supervisor to be repaired.
- Tools broken as a result of employee misconduct will be repaired or replaced at the employee's expense.

Dress Guidelines Policy **62-11.0**

Effective Date 7-1-99

Revision Date 9-1-00

I. PURPOSE

Since employees represent DFCM, their appearance must be neat and professional. An employee's appearance should never be distracting or interfere with the efficient, safe performance of assigned responsibilities.

II. POLICY

Employees shall dress in a neat, clean, professional manner appropriate to the employee's assigned task, and in compliance with the DFCM dress guideline procedures. Employees violating DFCM dress guidelines will by subject to corrective action.

III. PROCEDURES

See attached procedures.

Dress Guidelines Procedure – Maintenance Crews **62-11.0**

Effective Date 7-1-99

Revision Date 7-15-02

Uniforms
- Employees required to wear uniforms must wear them throughout their shifts.
- Uniforms must be neat and clean.
- Uniforms are assigned at the facility coordinator's discretion.
- Employees are issued eleven uniforms.
- Pants that are part of the uniform must be long; short pants are not allowed.

Damaged Uniforms
- Uniforms damaged on the job will be repaired or replaced at the division's expense.
- If an employee loses or damages a uniform that has been issued, the employee must replace the uniform at his or her own expense.

Denim Jeans
- All employees at a facility must wear the same design or style of uniform.
- Jeans may be worn as part of the uniform at the discretion of the facility coordinator.
- If jeans are a part of the uniform, the jeans may not be faded or ripped.
- If jeans are selected as part of the uniform for a complex, only the denim jeans that are specified within the current statewide uniform contract are to be worn.
- If jeans are selected, they must be full length; short jeans are not allowed.

Hats
If a hat is worn, it must be a DFCM issued hat. If the hat is a baseball style hat, it must be worn with the bill forward.

Uniforms
- If the employees are required by a supervisor to wear uniform shirts during out-of-the-office, work-related activities, shirts may be provided at the division's expense.
- Employees are responsible for laundering their DFCM issued shirts.
- Employees may purchase additional shirts at their own expense.

Dress Guidelines Procedure – Grounds Crew **62-11.0**

Effective Date 7-1-99

Revision Date 7-15-02

Uniforms

- Part-time employees are required to wear a DFCM issued shirt, which must be kept clean and in good repair without holes, tears, or stains. Pants worn by part-time employees must be full length, clean, without holes, tears, or stains.
- Full-time employees are required to wear DFCM issued shirt and full length pants that must be kept clean and in good repair without holes, tears, or stains.
- All shirts must be tucked in, belts must be worn, and all pants must be worn at the waist for both full and part time employees.
- If a hat is worn, it must be one issued by DFCM. If employees are provided with a baseball style hat, it must be worn with the bill forward.
- Employees provided with steel-toed shoes must wear them during work hours. Grounds crew employees may not observe casual Fridays. Gang-related clothing or accessories will not be permitted.
- All pants must be full length—shorts are not allowed.

Hair

- Hair must be combed and neat.
- Beards must be kept clean, neat, and trimmed.
- Distracting shades of hair color (green, blue, etc.) or extreme hair styles may be grounds for sending the employee home or requiring the employee to wear a hat.

Jewelry

- Jewelry, such as earrings and necklaces, may be worn if the jewelry does not create a safety hazard and does not interfere with safety equipment.
- With the exception of earrings, no other jewelry associated with body piercing may be worn during work time.

Violations of Dress Guidelines

Part-time employees

- The first two times an employee violates DFCM Dress Guidelines, he or she will be sent home to change clothes or otherwise conform to the dress guidelines.
- An employee will be terminated upon the third violation of the DFCM Dress Guidelines.

Full-time employees

- First instance of violation - the employee will be sent home with a documented, verbal warning.
- Second instance - the employee will receive a written warning.
- Third instance - further disciplinary action will be taken.

Each employee will sign a copy of this policy, verifying that he or she has read DFCM's Dress Guideline policy and agrees to abide by it.

Grounds Crew Signature Page

Uniforms

- Part-time employees are required to wear a DFCM issued shirt, which must be kept clean and in good repair without holes, tears, or stains. Pants worn by part-time employees must be full length clean, without holes, tears, or stains.
- Full-time employees are required to wear DFCM issued shirt and full length pants that must be kept clean and in good repair without holes, tears, or stains.
- All shirts must be tucked in, belts must be worn, and all pants must be worn at the waist for both full and part time employees.
- If a hat is worn, it must be one issued by DFCM. If employees are provided with a baseball style hat, it must be worn with the bill forward.
- Employees provided with steel-toed shoes must wear them during work hours. Grounds crew employees may not observe casual Fridays. Gang-related clothing or accessories will not be permitted.
- All pants must be full length—short pants are not allowed.

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- Jewelry, such as earrings and necklaces, may be worn if the jewelry does not create a safety hazard and does not interfere with safety equipment.
- With the exception of earrings, no other jewelry associated with body piercing may be worn during work time.

Violation of Dress Guidelines

Part-time employees

- The first two times an employee violates DFCM Dress Guidelines, he or she will be sent home to change clothes or otherwise conform to the Dress Guidelines.
- An employee will be terminated upon the third violation of the DFCM Dress Guidelines.

Full-time employees

- First instance of violation- the employee will be sent home with a documented, verbal warning.
- Second instance - the employee will receive a written warning.
- Third instance - further disciplinary action will be taken.

Each employee will sign a copy of this policy, verifying that he or she has read DFCM's Dress Guideline policy and agrees to abide by it.

_____ _____

Employee's Signature ***Date***

Fire Extinguisher Inspection Policy **62-12.0**

Effective Date 7-1-99

Revision Date 9-1-00

I. PURPOSE

The fire extinguishers in facilities must be in good condition to protect building occupants in emergency situations. To ensure that all fire extinguishers will work when needed, a consistent inspection program is necessary

II. POLICY

Every fire extinguisher located on state facilities shall be inspected by a licensed fire extinguisher inspector once a year. Facilities Management employees shall conduct a visual inspection of fire extinguishers once a month. Facility coordinators shall retain yearly fire extinguisher inspection records for two years.

III. PROCEDURES

Yearly Inspections

Every fire extinguisher located on state facilities must be inspected by a licensed fire extinguisher inspector once a year. These inspections can be performed by a Facilities Management employee who is a licensed inspector or a vendor under a PD contract.

Monthly Inspections

State facility maintenance personnel must conduct a visual inspection of fire extinguishers once a month. This check includes:

- Ensuring that the extinguisher has not been moved or used;
- Checking for a current tag;
- Checking for leaks; and
- Ensuring that the extinguisher's gauge indicates that it is fully charged.

New Tags, License Renewals

- **The office specialist in 4130 will acquire replacement tags when needed.**
- **Fire extinguisher inspector certification and licensure must be updated annually. The 4130 office specialist performs this task.**

Mercury-Containing Lamp Disposal Policy **62-13.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Mercury is a hazardous waste that can cause serious health effects to people who are exposed to it. Mercury is also a common component in fluorescent lights, which are used throughout State facilities. The most effective method of dealing with this hazardous waste is through recycling.

II. POLICY

All mercury-containing building components shall be transferred to approved State contractors for recycling.

III. PROCEDURES

See attached procedures.

Mercury-Containing Lamp Disposal Procedure **62-13.0**

Effective Date 7-1-99

Revision Date

Facilities In and Around Salt Lake City

1. Identify the lamps that must be recycled. The following lamps contain mercury and must be recycled:
   - Florescent tubes of all lengths
   - Circular florescent lamps

2. After the lamps are spent, they are stored in a box, preferably returning the lamps to their original boxes.

3. Label the box identifying the contents as mercury-containing hazardous waste and write the following information on the label:
   - The date the first lamp was placed in the box
   - The facility's name

4. Once the box is full:
   - Indicate on the label the number of lamps in the box;
   - Seal the box; and
   - Store the box in a safe, dry place.

5. After the boxes have accumulated:
   - Call the Downtown Complex and arrange for a deposit of lamps to be made.
   - Take the lamps to the Union Pacific Building.
   - Record the number of lamps brought from each facility on the *Light Depository Log* at the Union Pacific Building.

6. As needed, employees at the Downtown facility notify the State's hazardous waste contractor to remove the lamp for recycling. Each facility will be billed for the number of lamps recycled and will share the cost of the trip charges.

Mercury-Containing Lamp Disposal Procedure **62-13.0**

Effective Date 7-1-99

Revision Date

For Facilities outside Salt Lake City

1. Identify the lamps that must be recycled. The following lamps contain mercury and must be recycled:
   - Florescent tubes of all lengths
   - Circular florescent lamps

2. Store the lamps in a box, preferably returning the lamps to their original boxes.

3. Label the box identifying the contents as mercury-containing waste and write the following information on the label:
   - The date the first lamp was placed in the box
   - The facility's name

4. Once the box is full:
   - Indicate the number of lamps in the box;
   - Seal the box; and
   - Store in a safe, dry place.

5. As needed, notify the state's hazardous waste contractor to remove the lamps for recycling.

Safety Shoes and Boots Policy **62-14.0**

Effective Date 7-1-99

Revision Date 7-1-02

I. PURPOSE

All facilities contain many hazards that can crush or puncture employee's feet. Safety shoes or boots, available in a variety of styles, protect employees from these hazards.

II. POLICY

All maintenance employees shall wear safety shoes or boots. If medical conditions preclude the use of safety shoes or boots, a medical clearance is required and other approved safety devices designed to protect the feet shall be used.

III. PROCEDURES

Safety Shoes or Boots

Employees must wear safety shoes or boots throughout their entire work shift.

Purchasing Shoes or Boots

- Safety shoes may be purchased from the vendor holding the current sate contract or a vendor of the employee's choice.
- The facility coordinator must approve each request for replacement boots or shoes.
- The state will pay up to $150.00 for each pair of safety shoes or boots annually.
- If an employee selects shoes or boots that exceed the $150.00, the employee must pay the excess amount. If an employee requires a more expensive type of shoe or boot due to medical reasons, Facilities Management will pay the total cost of the shoes or boots. A doctor's written statement verifying the medical need must be provided by the employee to the facility coordinator prior to the purchase of the footwear. Employees who cannot wear a safety shoe or boot due to a medical condition must submit a doctor's written statement and use another form of foot protection that provides similar protection.

Damaged Shoes or Boots

- Shoes or boots damaged because of misuse or abuse will be replaced at the employee's expense.
- If employees lose shoes or boots that have been purchased by Facilities Management, employees must replace them at their own expense.

Snow Removal Boots

Boots that are provided to grounds employees for snow removal must be left at the work site and used only when performing snow removal tasks.

Facility Coordinator or Supervisors

Facility coordinators or supervisors must either wear steel-toed shoes daily or have a pair to wear when entering shop or other areas which present foot hazards.

Parking Policy **62-15.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Facilities Management employees travel to a variety of locations as complete their work assignments. During this travel all parking laws must be obeyed. Driving a state vehicle does not preclude employees from obeying all parking rules.

II. POLICY

Employees shall abide by the following adopted administrative rules.

III. PROCEDURES

General Parking Information

Facilities Management employees must follow all State, city, and county parking rules and regulations.

Parking Restrictions

Employees may not park in the following areas:

- Public stairs
- Entrances
- Walkways
- Red curbs
- Fire lanes
- Areas reserved for disabled persons

Loading Docks

Employees must follow the parking restrictions indicated at loading docks.

Parking Fines

Employees who violate parking regulations must pay any fines incurred and may be subject to disciplinary action.

Capital Improvement Request Policy **62-16.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

Facilities Management relies upon the capital improvement request process to fund projects that total under $1,000,000. These funds are important to maintain buildings and provide for tenant comfort and satisfaction. However, the limited availability of funds demands that priorities among project be established. The following procedure indicates factors that should be considered when identifying the capital improvement projects that should be requested and the process by which these funds are requested.

II. POLICY

Capital improvement requests should be based on a careful consideration of the following factors: architect/engineer evaluation, preventive maintenance, work orders, equipment life expectancy, maintenance history, etc.

III. PROCEDURES

1. Identify capital improvement building needs. Consider the following in this identification:
   - Architectural and engineering evaluations
   - Anticipated life expectancy preventive maintenance needs
   - The ability to obtain parts to repair the equipment
   - The maintenance history
   - Work orders

2. Prioritize the needs that are identified for each building.

3. Create a needs summary for each project identified that includes the following information:
   - The name of the project the location of the project.
   - The type of project (general improvement, energy, life safety, etc.).
   - A justification of why the project is necessary, including the current condition and the potential problems that may result from filing to complete the project.

4. For the top two projects in each building, obtain the following information:
   - An estimate of the cost for completing the project.
   - The scope of anticipated work.
   - Any other documentation that supports the need for the project.
   - Forward this information by its deadline date to the research analyst.
   - Work with the research analyst to update and refine the capital improvement requests.

DFCM FACILITY USE PERMIT

Please complete all items listed below and submit to: **Division of Facilities Construction and Management**

Attention: _____

Facility Affected: _____

Checks/Money Orders for Permit Fees should be made out to: D.F.C.M.

1. Name of Organization _____
2. Name of Contact Person _____
3. Phone Numbers - Work _____ Home _____
4. Address _____ City _____ State _____ Zip _____
5. Building or Grounds Area Requested _____
6. Type of Function _____
7. Date Being Requested _____ Start Time _____ Ending Time _____
8. Number of Anticipated Participants: _____
9. Equipment and/or Services to be Used (Please attach list of needed) _____
10. Insurance Company, Name and Policy # (if applicable)
11. Free Speech Function ☐ Fee Waived ☐
12. I understand that the facility used will be inspected after all scheduled functions. Applicant shall be held responsible for all damages caused by applicant's function.

    I hereby understand and agree to the above. I also understand and agree to abide by all rules and regulations pertaining to use of the facility, a copy of which was received upon making application for use of the facility and/or grounds.

    Applicant Signature _____ Date _____
13. Managing Agency Approval _____ Date _____

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

R23-19-1. Purpose.

The purpose of this rule is to regulate the use of state facilities and grounds as defined below, providing rules regarding political signs, as well as authorizing written policies to be created pursuant to this rule.

R23-19-2. Authority and Applicability.

(1) This Rule is authorized under Sections 63A-5-103 and 63A-5-204 which authorizes the making of rules regarding the use and management of state facilities and grounds owned or occupied by the State for the use of its department and agencies.

(2) This Rule shall apply to all state facilities and grounds except as follows:

(a) To the extent not authorized by law or the Utah Constitution, this Rule does not apply to state facilities and grounds under the jurisdiction of the legislative and judicial branches of the State of Utah government.

(b) This Rule does not apply to state facilities and grounds under the jurisdiction of the Utah State Board of Regents.

(c) This Rule does not apply to state facilities and grounds under the jurisdiction of the Capitol Preservation Board.

(d) This Rule does apply to state facilities and grounds under a lease to the extent consistent with the lease agreement, as the lease agreement shall control the use of the property under the lease. Notwithstanding this, the requirements of the constitutions of the United States and the State of Utah shall supersede the provisions of any such lease agreement and in particular, in the exercise of freedom of speech or assembly rights under such constitutions in any such leased facilities and grounds, the provisions of this rule regarding time, place and manner shall apply.

R23-19-3. Definitions.

(1) "Agency" means a State of Utah department, division or agency.

(2) "DFCM" means the Division of Facilities Construction and Management, a division within the Department of Administrative Services.

(3) "Event" or "events" are commercial, community service, private and state sponsored activities involving one or more persons. A free speech activity is not an event for purposes of this rule. The term "activity" or "activities" may be substituted in this rule for the term "event" or "events."

(4) "Facility Use Application" means a form, if required by the policies of the Managing Agency, which may require information identifying the event, time, location and purpose for a facility use permit that needs to be completed by a prospective user and submitted to the Managing Agency of the State Office Building. **[To go to an electronic version of the "Facility Use Permit" to fill in and print out, click** here. **Note: The online application upon approval becomes the permit]**

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

5) "Facility Use Permit" ("Permit") means a written permit issued by the Managing Agency authorizing the use of an area of state facilities and grounds for an event in accordance with this rule.

(6) "Freedom of Speech Activity" is as defined in Rule R23-20.

(7) "State Sponsored Activity" means any event sponsored by the state that is related to state business. This does not include extra-curricular activities.

(8) "Private Activity" means an event sponsored by private individuals, business or organizations that is not a commercial or community service activity.

(9) "Managing Agency" means the agency responsible for the management, operations and use of the facility. If DFCM is responsible for the maintenance of state facilities and grounds, the agreement between DFCM and the occupying agency shall identify the "Managing Agency."

(10) "State Facilities and Grounds" means State of Utah facilities and/or grounds where the principal use of the facility and/or grounds is related to state office or program functions or is under the control of any State of Utah agency; all of which is subject to the exclusions of Rule R23-19-2(2).

(11) "Community Service Activities" means events sponsored by governmental, quasi-governmental and charitable organizations, city and county government departments and agencies, public schools, and charitable organizations held to support or recognize the public or charitable functions of such sponsoring group.

(12) "Commercial Activities" means events that sponsored or conducted for the promotion of commercial products or services, and include advertising, private parties, private company or organization meetings, and any other non-public organization event. Commercial activities do not include private, community service, state sponsored, or free speech activities.

(13) "Political Sign" means a sign regarding a candidate for political office or regarding a political issue to be considered in an election.

(14) "Commercial Solicitation" is as defined in rule R23-19-6.

(15) "State" means the State of Utah and any of its agencies, departments, divisions, officers, and legislators, members of the judiciary, persons serving on state boards or commissions, and employees of the above entities and persons.

R23-19-4. State Office Building Use Requirements.

(1) The Managing Agency may adopt policies, which require a Facility Use Permit to be submitted. Such policies may provide for a waiver of the policy adopted under this Rule R23-19-4(1) under criteria specified in the policies. The policies may specify the form of the application, including:

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

(a) The time, place, purpose and scope of the proposed activity;

(b) Whether the applicant requests a waiver of any requirement of this rule or provision of the Facility Use Permit;

(c) A certificate of liability insurance in the amount of $1,000,000 per occurrence, except for Freedom of Speech Activities where no insurance is required; and

(d) Any required fee subject to the following:

(i) Fees may be assessed for the use of state facilities and grounds through the written policies of the Managing Agency. When any activity is subject to a fee, the Managing Agency should consider at a minimum the actual cost to the State including utilities, janitorial, security and rental cost for equipment. The following applies to specific activities:

(ii) "Freedom of Speech Activities." There are no fees for freedom of speech activities, but costs for requested use of state equipment or supplies may be assessed through the uniformly applied policies of the Managing Agency.

(ii) "Commercial Activities" or "Private Activities" shall be assessed a fee, which is reasonably comparable to fees charged for similar activities within the County of the state facilities and grounds. There shall be no fee waiver allowed for commercial or private activities.

(iii) "Community Service Activities" shall be assessed a fee of 50 percent of the fee for a commercial activity and such fee may only be waived if requested in a facility use application and granted by the approving authority. There shall be no waiver of the fee related to the costs of requested use of state equipment and supplies, which is assessed through the uniformly applied policies of the Management Agency.

(iv) "State Sponsored Activities." There are no fees for state sponsored activities, except that state agencies will be required to pay the costs and fees identified in the uniform policies of the Management Agency when the activity is not required for the conducting of state business, such as after-hour social events, employee recognition events, and holiday parties.

(2) The proposed activity shall not interfere with the operation of governmental business or public access. No persons shall unlawfully intimidate or interfere with persons seeking to enter or exit any facility, or use of any state facilities and grounds.

(3) The consumption, distribution or open storage of alcoholic beverages in state facilities and grounds is prohibited. This provision shall not apply to state facilities and grounds under the jurisdiction of the Department of Alcohol Beverage Control or golf courses under the Division of Parks and Recreation.

(4) Open flames, flammable fluids, candles, burning incense or explosives are prohibited.

(5) No displays, including but not limited to signs, shall be affixed to state facilities and grounds.

(6) User shall not sublet any part of the premises or transfer or assign the premises or change the purpose of the permitted activity without the written consent of the state.

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

(7) Alteration and damage to a state facilities and grounds including grass, shrubs, trees, paving or concrete, is prohibited.

(8) All costs to repair any damage or replace any destruction, regardless of the amount or cost of restoration or refurbishing shall be at the expense of the persons(s) responsible for such damage or destruction.

(9) Service animals are permitted, but the presence of other animals is allowed only with advance written permission of the Managing Agency. Owners/caretakers are responsible for the safety to the animal, persons, grounds and facilities.

(10) Littering is prohibited.

(11) Decorations.

(a) All cords must be taped down with 3M #471 tape or equivalent as determined by the Managing Agency.

(b) There shall be no posting or affixing of placards, banners, or signs attached to any part of any building or on the grounds. All signs or placards shall be hand held. Signs or posters may not be on sticks or poles.

(c) No adhesive material, wire, nails, or fasteners of any kind may be used on the buildings or grounds.

(d) Nothing may be used as a decoration, or be used in the process of decorating, that marks or damages structure(s).

(e) All decorations and supporting structures shall be temporary.

(f) Any writing or use of ink, paint or sprays applied to any area of any building is prohibited.

(g) Users may not decorate the outside of any facility or any portion of the grounds.

(h) Signs, posters, decorations, displays, or other media shall be in compliance with the state law regarding Pornographic and Harmful Materials and Performances, Section 76-10-1201 et seq.

(12) Set up/Clean up.

(a) All deliveries and loading/unloading of materials shall be limited to routes and elevators as specified by the Managing Agency.

(b) All decorations, displays and exhibits shall be taken down by the designated end time of the event in a manner that is least disruptive to state business.

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R23-19. Facility Use Rules.

(c) Users shall leave all state facilities and grounds in its original condition and appearance.

(13) Parking. There must be compliance with the written parking requirements adopted by the Managing Agency.

(14) Compliance with Laws.

(a) Users shall conform to all applicable and constitutional laws and requirements, including health, safety, fire, building and other codes and similar requirements. Occupancy limits as posted in or applicable to any public area will dictate, unless otherwise limited for public safety, the number of persons who can assemble in the public areas. Under no circumstance will occupancy limits be exceeded. State security personnel shall use reasonable efforts to ensure compliance with occupancy, safety, and health requirements.

(b) Safety requirements as used in this rule include safety and security requirements made known to the Managing Agency by the Utah Department of Public Safety or the federal government for the safety and security of special events and/or persons.

(c) "No Smoking" statutes, rules and policies, including the Utah Indoor Clean Air Act, Section 26-38 et seq. shall be observed.

(d) All persons must obey all applicable firearm laws, rules, and regulations.

(15) Security and Supervision at Events.

(a) The Managing Agency may adopt written policies regarding security requirements for events, which must be followed.

(b) At least one representative of the applicant identified in the application and permit shall be present during the entire activity.

(16) Photography, Portraits and Video/Filming.

(a) Any photography, videotaping or filming, shall require advance notice to, and permission from the Managing Agency for scheduling.

(b) This Subsection (16) shall not apply to tourists and does not apply to the extent it is the exercise of a free speech activity.

(17) Commercial, Private and Community Service Activities. A Managing Agency may determine through its written policies to categorically not allow any commercial, private and/or community service activities. However, if commercial or private activities are allowed, then community service activities shall be allowed subject to all the requirements of this rule and a facility use permit.

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R23-19. Facility Use Rules.

(18) Liability.

(a) The state, Managing Agency and their designees, employees and agents shall not be deemed in default of any issued permit, or liable for any damages if the performance of any or all of their obligations under the permit are delayed or become impossible because of any act of God, terrorism, war, riot or civil disobedience, epidemic, strike, lock-out or labor dispute, fire, or any other cause beyond their reasonable control.

(b) Except as required by law, the state shall not be responsible for any property damage or loss, nor any personal injury sustained during, or as a result of, any use, activity or event.

(c) Users/applicants shall be responsible for any personal injury, vandalism, damage, loss, or other destruction of property caused by the user or an attendee at the applicant's event.

(19) Indemnification. Individuals and organizations using any state facilities and grounds do so at their own risk and shall indemnify and hold harmless the state from and against any and all suits, damages, claims or other liabilities due to personal injury or death, and from damage to or loss of property arising out of or resulting from the conduct of such use or activities on the Capitol Hill Complex.

(20) Enforcement of Rules. If any person or group is found to be in violation of any of the applicable laws and rules, a law enforcement officer or state security officer may issue a warning to cease and desist from any non-complying acts. If the law enforcement or security officer observes a non-compliant act after a warning, the officer may take disciplinary action including citations, fines, cancellations of event or activity, or removal from the state facility and grounds.

R23-19-5. Facility Use Permit - Denial - Appeal - Cancellation - Revocation - Transfer.

(1) Within ten (10) working days of receipt of a completed application, the Managing Agency shall issue a Facility Use Permit or notice of denial of the application.

(2) The Managing Agency may deny an application if:

(a) The application does not comply with the applicable rules;

(b) The event would conflict or interfere with a state sponsored activity, a time or place reserved for freedom of speech activities, the operation of state business, or a legislative session; and/or

(c) The event poses a safety or security risk to persons or property.

(3) The Managing Agency may place conditions on the approval that alleviates such concerns.

(a) If the applicant disagrees with a denial of the application or conditions placed on the approval, the applicant may request a reconsideration of the Managing Agency's determination by delivering the written request for reconsideration and reasons for the disagreement to the Managing Agency within five (5) working days of the issuance of the notice of denial or approval with conditions.

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

(b) Within ten (10) days after the Managing Agency receives the written request for reconsideration, the Managing Agency may modify or affirm the determination.

(c) If the matter is still unresolved after the issuance of the Managing Agency's reconsideration determination, the applicant may appeal the matter, in writing, within ten (10) calendar days to the Executive Director of the Department of Administrative Services who will determine the process of the appeal.

(5) Facility Use Permits are non-transferable. The purpose, time, place and other conditions of the Facility Use Permit may not be changed without the advance written consent of the Managing Agency.

(6) An event may be re-scheduled if the Managing Agency determines that an event will conflict with a governmental function, free speech activity or state sponsored activity.

(a) The Managing Agency may revoke any issued permit if this rule R23-19, any applicable law, or any provision of the permit is being violated. The permit may also be revoked if the safety or health of any person is threatened.

(b) The permittee may cancel the permit and receive a refund of fees, less any incurred costs to the state or managing agency, and any deposits if written notice of cancellation is received by the Managing Agency at least 48 hours prior to the scheduled event. Failure to timely cancel the event will result in the forfeiture of any deposit and fees.

R23-19-6. Commercial Solicitation Policy.

(1) In general, commercial solicitation is prohibited.

(2) Nothing in this rule shall be interpreted as to infringe upon anyone's constitutional right of freedom of speech and freedom of association.

(3) In addition to the definitions in R23-19-3 above, the following definitions shall also apply to this Rule R23-19-6:

(a) "Commercial Solicitation(s)" means any commercial activity conducted for the purpose of advertising, promoting, fund-raising, buying or selling any product or service, encouraging membership in any group, association or organization, or the marketing of commercial activities by distributing handbills, leaflets, circulars, advertising or dispersing printed materials for commercial purposes.

(b) "Commercial Solicitation" for the purpose of this rule does not include free speech activities as defined in rule R23-20, Utah Administrative Code.

(c) "Commercial Solicitation" for the purpose of this rule does not include filming or photographic activities, but such activities shall be subject to rule R23-19 et seq.

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

(d) "Commercial Solicitation" for the purpose of this rule does not include solicitation by the state or federal\government; solicitation related to the business of the state, solicitation related to the procurement responsibilities of the state, solicitation allowed as a matter of right under applicable federal or state law; or solicitation made pursuant to a contract or lease with the state.

(4) Commercial Solicitation Allowed under a Facility Use Permit.

(a) Commercial solicitation, not prohibited by R23-19-6(5) below, may be allowed in conjunction with the issuance of a facility use permit under rule R23-19 and such commercial solicitation must comply with the facility use rules of R23-19-1 et seq.

(b) All materials allowed shall be displayed only on bulletin boards or in areas that have been approved in advance by the Managing Agency.

(c) The issuance of a facility use permit shall not be construed as state endorsement of the solicitor's product, service, charity or event.

(d) Soliciting activities are subject to all littering laws and regulations.

(5) Prohibited Commercial Solicitation. The following commercial solicitation activities are prohibited and no facility use permit shall be issued for such:

(a) Door-to-door commercial solicitation of items, services or donations.

(b) Commercial solicitation to persons in vehicles or by leaving any commercial solicitation materials on vehicles or parking lots.

(c) Any sale of food or beverage products that would be in any violation of any contract entered into by the State or the Managing Agency.

R23-19-7. Waivers.

(1) The Managing Agency may waive, in writing, the requirements of any provision of this Rule R23-19 upon being presented with compelling reasons that the waiver will substantially benefit the public of the state of Utah and that the facilities, grounds and persons will be appropriately protected. Conditions may be placed on any approved waiver to assure the appropriate protection of facilities, grounds and person. An appeal of a denial of a request for such waiver may be filed and processed similarly to the denial of a Facility Use Permit as described in R23-19-5.

(2) Costs and fees shall be waived for state sponsored activities. However, state agencies will be required to pay the costs and fees identified in the Schedule of Costs and Fees when the activity is not required for the conducting of state business, such as after-hour social events, employee recognition events, and holiday parties. Costs and fees will not be waived for commercial, private and commercial solicitation activities.

R23. Administrative Services, Facilities Construction and Management. 62-17.0

R23-19. Facility Use Rules.

(3) Notwithstanding the waiver provisions of this rule, the following may not be waived by the Managing Agency: R23-19-4(2), (4), (7), (8), (9), (10), (14), (15), (17), (18), (19) and (20) as well as R23-19-6.

R23-19-8. Political Signs.

Political signs, except for hand-carried signs during permitted events under a Facility Use Permit, are prohibited on all State of Utah owned properties except as allowed under a Freedom of Speech Activity or as protected under the State of Utah or United States Constitutions.

Rule R23-19-8(1) shall not apply to Utah Department of Transportation right-of-ways, properties of the State and Institutional Trust Lands Administration or properties of Higher Education, any of which may have its own laws or rules applicable to political signs.

KEY: public buildings, facilities use

Date of Enactment or Last Substantive Amendment: June 7, 2007

Notice of Continuation: May 24, 2007

Authorizing, and Implemented or Interpreted Law: 63A-5-103; 63A-5-204

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities

R23-20-1. Purpose.

(1) The purpose of this rule is to:

(a) facilitate constitutionally protected free speech and assembly at state facilities and grounds.

(b) preserve the right of every person to exercise free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States subject to lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business;

(c) facilitate public assembly and communication between people;

(d) designate areas under the Managing Agency's control, for free speech activities as specified in this rule that are necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business; and

(e) establish guidelines to facilitate constitutionally protected free speech activities and public assembly.

(2) This rule is intended to further the following governmental interests:

(a) to facilitate constitutionally protected free speech activities and public assembly;

(b) to provide for lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare;

(c) to provide safety and security of all persons visiting or using state facilities and grounds;

(d) to minimize disruption to or interruption of the conduct of state business;

(e) to maintain unobstructed and efficient flow of pedestrian and vehicular traffic between and within state facilities and grounds in order to provide safety and security of persons, emergency vehicle access, and assure accessibility to public services;

(f) to provide all persons their guaranteed right of free speech and freedom of assembly without harm or interruption; and

(g) to inform persons of their responsibilities regarding littering, damage to, and vandalism of state facilities and grounds.

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities

R23-20-2. Authority.

This rule is adopted pursuant to the authority granted to the Board under Sections 63A-5-103 and 63A-5-204. The Managing Agency may adopt policies and procedures to implement this rule.

R23-20-3. Definitions.

The definitions of rule R23-19-3 shall apply to this rule R23-20. In addition, the following definitions shall apply for purposes of this rule:

(1) "Free Speech" and "Freedom of Assembly" means the exercise of free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States.

(2) "Free Speech Activity" or "Free Speech Activities" means the use of an area of the state facilities and grounds for a demonstration, rally, leafleting, press conference, vigil, march or parade that is available for such activity under this rule, by one or more persons for constitutionally protected free speech or assembly.

(a) "Advanced Planned Free Speech Activity" means a free speech activity that can be reasonably scheduled in advance of its occurrence, such that the Managing Agency may lawfully require compliance with certain requirements as specified in this rule.

(b) "Short-Notice Free Speech Activity" means a free speech activity that arises out of, or is related to events or other public issued activities which cannot be reasonably anticipated far enough in advance of the occurrence to reasonably allow compliance with the requirements for an advanced planned free speech activity.

(3) "Demonstration" means the assembly of a group of individuals that join together to express a point of view openly.

(4) "Rally" means to hold an open gathering of a group of individuals of similar purpose to join together to express a point of view openly.

(5) "Leafleting" means the continuous unsolicited distribution of leaflets, buttons, handbills, pamphlets, flyers or any other written or similar materials indiscriminately to pedestrians or passers by.

(6) "Press Conference" is an organized formal assembly called by an individual or group to announce or express a point of view to the public utilizing the press and other media.

(7) "Vigil" means an assembly of an individual or individuals who come together to demonstrate their solidarity by an occasion or devotional watching or observance.

(8) "March" or "Parade" means the organized assembly of individuals who are celebrating or expressing a point of view while moving from one location to another.

(9) "Public Areas" are all areas of the state facilities and grounds open to the public.

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities.

R23-20-4. Free Speech and Freedom of Assembly; In General.

Unless specifically regulated by this rule as to time, place or manner, all free speech and freedom of assembly may occur in all areas of the state facilities and grounds in any lawful form or manner as guaranteed by the constitutions of the state of Utah and the United States.

R23-20-5. Time, Place, and Manner of Free Speech Activities.

(1) Free Speech and Assembly Promoted and Encouraged. Free speech and freedom of assembly, as protected by the constitutions of the state of Utah and United States, is promoted and encouraged at state facilities and grounds. Free speech activities, as specifically defined in this rule, are subject to lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business.

(2) Subject to Facility Use Rules, Exception. Free speech activities shall be subject to R23-19-1 et seq., except that, in the case of conflict, the provisions of this rule R23-20 shall control.

(3) Time.

(a) Free speech activities held outdoors may take place 24 hours a day subject to duration requirements specified in this rule.

(b) Free speech activities held indoors may take place during the hours such public areas are open to the public, generally between 8:00 a.m. to 5:00 p.m.

(4) Place.

(a) Health, safety and welfare restricted areas that may not be reserved for a free speech activity are the vehicular traveled portions of roads, roadways or parking lots, areas directly in front of or adjacent to parking garages' entrances or exits, paths of egress or access to emergency stairs and emergency egress hallways, areas under construction which are hazardous to non-construction workers, and those specific portions of the state facilities and grounds that contain storage, utilities and technology servicing the state facilities and grounds or other areas, which either must be available for prompt repair, are not open for public use or represent a danger to members of the public.

(b) In order to protect the public health, safety and welfare and allow for public accessibility to and the conduct of state business, a demonstration, rally, parade, march or vigil may only be conducted on the public areas of the grounds and not inside the facilities.

(c) Notwithstanding any other provision of this rule, there is no registration requirement for free speech leafleting. In order to protect the public, health, safety and welfare and allow for public accessibility to and the conduct of state

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities

business, free speech activity leafleting, as defined in this rule, is allowed at state facilities and grounds in the areas open to the public, without interference from state security, provided that it is done in a non-aggressive manner and does not prevent other individuals from passing along sidewalks and through doorways. The state is allowed to enforce any and all applicable statutes and ordinances regarding blocking public sidewalks, blocking hallways, disorderly conduct, blocking entrances to public buildings, garage entries, assault, battery and the like consistent with the requirements of the constitutions of the state of Utah and the United States. Leafleting is not allowed by placing leaflets on vehicles on the state facilities and grounds.

(5) Manner.

(a) Registration and Scheduling.

(i) All free speech activities shall comply with the following requirements, except that leafleting shall not be subject to any registration requirements.

(ii) An advanced planned free speech activity shall register as soon as reasonably possible, but not less than seven (7) days in advance of the free speech activity by registering with the Managing Agency.

(iii) Persons registering will provide the following information: the name of the sponsoring organization; the name and contact information of a contact person or agent; the type of free speech activity; the date, time and duration of the free speech activity; the public area requested for use; the number of anticipated participants; and a list of equipment and services to be used in connection with the free speech activity. Registration shall be on a standard form prepared by the Managing Agency.

(iv) If a person or group fails to register due to a short-notice free speech activity, they may still conduct the free speech activity provided it does not create a problem of public safety or interfere with the time and location of a previously scheduled free speech activity in the same public area and meets all the other requirements of this rule. In the case of such problem of public safety or interference, the Managing Agency will coordinate with the applicant in reasonable efforts to find an alternative reasonable time or location.

(b) Priority.

(i) The scheduling assignment of public areas shall be made on a first-come, first-serve basis.

(ii) In the case of scheduling conflicts, first priority in the use of the public areas shall be given to government business and/or state sponsored activities where the authorized governmental official is reserving the public area for an expressed governmental or state need. Free speech activities shall be given priority over community service, commercial and private activities. In the case of such problem of public safety or interference, the Managing Agency will coordinate with the applicant in reasonable efforts to find an alternative reasonable time or location.

(iii) No group or individual will be denied access to or use of a public area unless the proposed free speech activity violates this rule, applicable law, conflicts with a scheduled state sponsored activity, or conflicts with the time and location of a previously scheduled free speech activity.

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities

(c) Consistent with the protections of the Utah and United States constitutions in order to preserve the free speech rights of others, outbursts or similar actions which disrupts or is likely to disrupt any government meeting or proceeding, is prohibited.

R23-20-6. Expedited Appeals-Free Speech Activities.

(1) Claims eligible for expedited appeal. The following determinations of claims regarding a free speech activity may be appealed as provided below:

(a) A determination by the Managing Agency that a proposed event or activity is a commercially related special event and not exempted as a free speech activity;

(b) A claim by an applicant that the Managing Agency's denial, or condition of approval, of a proposed route, time or location for a free speech activity constitutes a violation of this rule or an unlawful time, place or manner restriction; or

(c) Any other claim by an applicant that any action by the state regarding the proposed free speech activity impermissibly burdens constitutionally protected rights of the applicant, sponsor, participants or spectators.

(2) Process for Expedited Appeal:

(a) The State acknowledges an obligation to process appeals regarding a free speech activity promptly so as to not unreasonably inhibit or unlawfully burden constitutionally protected activities. Any time limit stated below may be lengthened if agreed to by the appellant and the Managing Agency.

(i) As soon as reasonably possible, but no later than two (2) working days after receipt of a completed registration, the Managing Agency shall issue a determination, which may include lawful conditions, or notice of denial of the registration application.

(b) The Managing Agency may deny the requested activity if:

(i) the requested activity does not comply with the applicable rules;

(ii) the registrant attempts to register a free speech activity, but the Managing Agency determines that it is a commercial activity;

(iii) the event would disrupt, conflict or interfere with a state sponsored activity, a time or place reserved for another free speech activity, the operation of state business, and such determination is in accordance with applicable constitutional provisions; and/or

R23. Administrative Services, Facilities Construction and Management. 62-18.0

R23-20. Free Speech Activities

(iv) the event poses a safety or security risk to persons or property and such determination is in accordance with applicable constitutional provisions.

(c) The Managing Agency may place conditions on the approval that alleviates such concerns and such conditions are in accordance with this rule and applicable constitutional provisions.

(i) If the applicant disagrees with a denial of the request or conditions placed on the approval, the applicant may appeal the Managing Agency's determination by delivering the written appeal and reasons for the disagreement to the Managing Agency.

(ii) Within three (3) working days after the Managing Agency receives the written appeal, the Managing Agency may modify or affirm the determination.

(iii) If the matter is still unresolved after the issuance of the Managing Agency's reconsideration determination, the applicant may appeal the matter, in writing, within ten (10) calendar days to the Executive Director of the Department of Administrative Services who will determine the process of the appeal and provides for a determination within five (5) working days.

(e) If the applicant for a free speech activity needs a more expeditious process of an appeal, upon written request of the applicant, the Attorney General or designee may advise the Executive Director of the Department of Administrative Services or the Managing Agency of the need to make an immediate consideration of the appeal.

R23-20-7. Expedited Review of Free Speech Concern.

If any person claims to be inhibited from the exercise of constitutionally protected free speech by a public officer, officer or other person at any state facilities and grounds, such person is advised to promptly notify the Managing Agency. The Managing Agency will then take reasonable steps in an attempt to resolve the matter.

KEY: rally, free speech, assembly

Date of Enactment or Last Substantive Amendment: June 7, 2007

Authorizing, and Implemented or Interpreted Law: 63A-5-103; 63A-5-204

Safety Glasses Policy **62-19.0**

Effective Date 7-1-99

Revision Date 10-25-06

I. PURPOSE

Many of the activities required to maintain facilities create hazards for employee's eyes and may damage traditional eye glasses. To protect employee's eyesight, DFCM will pay one hundred and fifty dollars towards the purchase of safety glasses for employees who require prescription lenses.

II. POLICY

DFCM shall pay $150 towards the purchase of safety glasses. New glasses may be purchased when the employee's prescription changes, not to exceed one pair of safety glasses per fiscal year. The employee shall pay for any charges in excess of $150. DFCM shall repair or replace safety glasses damaged in work-related activities. Safety glasses damaged in non work-related activities shall be repaired or replaced at the employee's expense.

III. PROCEDURE

1. Receive approval from the supervisor or facility coordinator to purchase safety glasses.

2. Obtain a purchase order number from 1SF Accounting, if employee is located in an area serviced by Standard Optical or Knighton Optical.

3. Purchase the safety glasses from Standard or Knighton Optical and give them the P0 number. A total of $150 may be spent on any combination of the following. Employees are responsible to pay any charges in excess of $150.
   - Safety frames
   - Lenses
   - Coatings
   - Tints
   - Permanent or detachable side guards

4. Employees located in remote areas, which are not serviced by either Standard, or Knighton, will need to use a vendor that may not take a purchase order number. The employee can pay for the glasses, turn in the receipt, and DFCM will reimburse the employee up to $150 of the total purchase.

5. New safety glasses may be purchased when the employee's prescription changes, but not more than once per fiscal year. Employees are responsible for repairing or replacing safety glasses damaged during non-work related activities. DFCM will repair or replace safety glasses damaged during work-related activities.

Printed 2:46 PM 9/15/2006

Standard Optical Occupational Optics Price List

Safety Lens Price List:

Lens Options:

Plastic	Price
Single Vision	$ 20.00
ST 25, ST 28 Bifocal	$ 35.00
ST 25, ST 28 Trifocal	$ 45.00
ST 35, Executive Bifocal	$ 55.00
STT Executive Trifocal	$ 95.00
Progressive (Stan-pro no-line)	$ 95.00
Progressive (Adapter/Compact no-line)	$ 135.00
Progressive (Natural/Ovation no-line)	$ 165.00

Lens Options:

Polycarbonate	Price
Single Vision	$ 50.00
ST 25, ST 28 Bifocal	$ 65.00
ST 25, ST 28 Trifocal	$ 75.00
ST 35, Executive Bifocal	$ 85.00
STT Executive Trifocal	$ 125.00
Progressive (Stan-pro no-line)	$ 125.00
Progressive (Adapter/Compact no-line)	$ 165.00
Progressive (Natural/Ovation no-line)	$ 195.00

Glass (including Plano)	Price
Single Vision	$ 70.00
ST 25, ST 28 Bifocal	$ 85.00
ST 25, ST 28 Trifocal	$ 95.00
ST 35, Executive Bifocal	$ 105.00
STT Executive Trifocal	$ 145.00
Progressive	$ 215.00

StanGrey Glass	Price
Single Vision	$ 95.00
ST 25, ST 28 Bifocal	$ 125.00
ST 25, ST 28 Trifocal	$ 135.00
ST 35, Executive Bifocal	$ 145.00
STT Executive Trifocal	$ 185.00
Progressive	$ 255.00

Special Lenses- Stanlite- ADD ON	Price
Polaroid	$ 100.00
Transitions (includes RLX, & UV)	$ 100.00
Slab-off	$ 100.00

Occupational Lenses- Stanlite	Price
Double D Bifocal - Top + bottom D	$ 130.00
Double Executive - Round shape	$ 130.00
Quadrifocal - 4	$ 195.00

Tints	Price
Solid Color	$ 10.00
Gradient	$ 10.00
Multi-color	$ 10.00

Coatings	Price
Scratch Resistance (RLX)	$ 10.00
Ultraviolet (UV)	$ 10.00
Anti-Reflective (A/R)	$ 35.00

Sideshields	Price
Permanent	$ 5.50
Detachable	$ 4.00

All other styles not listed are Regular Opthalmic Price.
All glass includes hardening and drop ball testing.
Prices include all spheres, cylinders, and prism powers except cataracts and are edged and mounted for Zyl (plastic) or metal frames.
No oversize charges.

Contract prices & available product listed effective 01/01/2005 are subject to change

3 mls thick

Company Safety Account

This card can only be accepted at the time of order.

Company will authorize _____

Employee of: _____

whose payment number is: _____ to:

- ❑ Charge to Company
- ❑ Charge to Employee
- ❑ Complete Glasses
- ❑ Frames Only
- ❑ Lenses Only
- ❑ Repair

Company will pay $ _____ employee to pay balance.

Authorized Signature _____

Other comments: _____

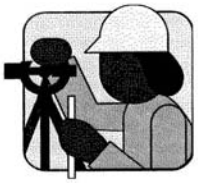
_____

KnightonVISION

404 Washington Blvd., Ogden, UT 84404 • (801) 621-1475
Newgate Mall, Ogden, UT 84405 • (801) 627-2020
1868 N. 1200 W. Ste. F, Layton, UT 84041 • (801) 825-1624
990 S. Medical Dr. (500 W.), Brigham City UT • (435) 723-5868
Fashion Place Mall, Murray, UT 84107 • (801) 268-3324
2120 S. 700 E. #E, Salt Lake City, UT 84106 • (801) 467-1315
723 E. Fort Union Blvd., Midvale, UT 84047 • (801) 255-2917
3620 W. 3500 S., West Valley, UT 84120 • (801) 966-9975
University Mall, Orem, UT 84053 • (801) 225-3920
1172 E. 100 N. Suite 5, Payson, UT • (801) 465-0104

(801) 621-1475 • Knighton Vision

Safety Eyewear Price List



Single Vision

SAFEST LENSE

Polycarbonate Including scratch resistance	
Plano	**$16.00**
Clear	**$30.00**
Transition	**$125.00**
Plastic including Scratch resistance	
Plano	$17.60
Single Vision	$32.00
Transition	$55.00
Glass	
Clear	$30.00
Photo Grey Extra	$60.00

Bifocal

SAFEST LENSE

Polycarbonate includes scratch resistance	
Flat-Top 28	**$55.00**
Flat-Top 35	**$50.00**
Plastic including scratch resistance	
Flat-Top 28	$38.50
Flat-Top 35	$57.20
Double D	$120.00
Transitions Flat-Top 28	$112.50
Glass	
Flat-Top 28 Clear	$45.00
Flat-Top 28 PGX	$80.00
Flat-Top 35 Clear	$90.00
Flat-Top 35 PGX	$125.00

Trifocal

SAFEST LENSE

Polycarbonate including scratch resistance	
Flat-Top 7x28.	**$65.00**
Plastic including scratch resistance	
Flat-Top 7x28	$49.50
Flat-Top 8x35	$68.20
Transitions 7x28	$95.00
Glass	
Flat-Top 7x28 Clear	$80.00
Flat-Top 7x28 PGX	$90.00
Flat-Top 7x35 Clear	$150.00
Flat-Top 7x35 PGX	$180.00

Progressive

SAFEST LENSE

Polycarbonate including scratch resistance	
Progressive	**$140.00**
Transitions	**$220.00**
PC Pro	$82.50
Plastic including scratch resistance	
Progressive Life	$85.00
ProgressiveTransitions	$110.00
Glass	
Progressive	$160.00
Progressive PGX	$180.00

Frame Prices

On-Guard
Standard Collection

16	$37.70
26	$19.50
27	$19.50
28	$44.85
30	$46.15
31	$40.30
36	$44.85
43	$15.60
46	$43.55
69	$23.40
78	$28.60
79	$15.60
90	$35.10
93	$36.00
101	$35.10
113	$46.80
114	$35.10
311	$53.30

Titanium Collection

44	$101.40
76	106.60
83	$106.60
99	$91.00
100	$9100

This is just a sample of our most popular safety styles. Prices may very on other styles.

Extras

Anti-reflective coating	$36.00
Premium AR Coating	$57.00
Temples Metal Cable	$8.25
Temples Zyl Cable	$3.25
Oversize 55 eye & large	$5.00
Tint Solid	$5.00
Single Gradient	$5.00
Double Gradient	$10.00
Triple Gradient	$10.00
Ultra-Violet Shield	$12.00
Removable Side Shields (pair)	$5.00
Permanent Side Shields	$6.00

Knighton Vision Safety Eyewear

- Knighton Visions's Safety Eyewear Program offers you a complete line of safety eyewear at wholesale prices.
- Knighton Vision can fill any prescription.
- All lenses are processed in our own state-of-the-art lab, which ensures that you employees will receive their eyeglasses within a short period of time.
- Knighton Vision uses an integrated computer manufacturing system enabling you to receive a detailed report of all employee purchases from any of our stores.
- Your satisfaction is important to us, so we offer a one-year warranty against breakage or damage under normal use.
- Employees participating in Knighton Vision's Safety Eyewear Benefit Program will receive a
- 15% discount on all regular priced eyewear.
- Knighton Vision has 10 locations along the Wasatch Front, which means their is a store near you. We have locations available in the University Mall, Fashion Place Mall and Newgate Mall open until 9:00 pm.

KnightonVISION

Safety Eyewear Price List

For questions call Mike Collins
801-726-0254

2:47 PM 9/15/2006

On Guard Frame Price List

043	$24.95
079	$24.95
026	$29.95
027	$29.95
027S	$29.95
034S	$29.95
043S	$29.95
068S	$29.95
070	$29.95
071	$29.95
079S	$29.95
085	$29.95
093	$29.95
069	$39.95
091	$39.95
092	$39.95
094	$39.95
095	$39.95
106	$39.95
106S	$39.95
010	$49.95
016	$49.95
016P	$49.95
017	$49.95
018	$49.95
019	$49.95
020	$49.95
034	$49.95
042	$49.95
045	$49.95
078	$49.95
101	$49.95
102	$49.95
104	$49.95
105	$49.95
107	$49.95
112	$49.95
113	$49.95
114	$49.95
016C	$64.95
028	$64.95
030	$64.95
031	$64.95
031C	$64.95
032	$64.95
035	$64.95
036	$64.95
045NP	$64.95
046	$64.95
047	$64.95
053	$64.95

054	$64.95
055	$64.95
056	$64.95
057	$64.95
065	$64.95
066	$64.95
072	$64.95
080	$64.95
081	$64.95
082	$64.95
084	$64.95
086	$64.95
087	$64.95
090	$64.95
103	$64.95
301	$64.95
302	$64.95
303	$64.95
304	$64.95
305	$64.95
306	$64.95
307	$64.95
308	$64.95
309	$64.95
309NP	$64.95
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310NP	$64.95
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312	$64.95
313	$64.95
314	$64.95
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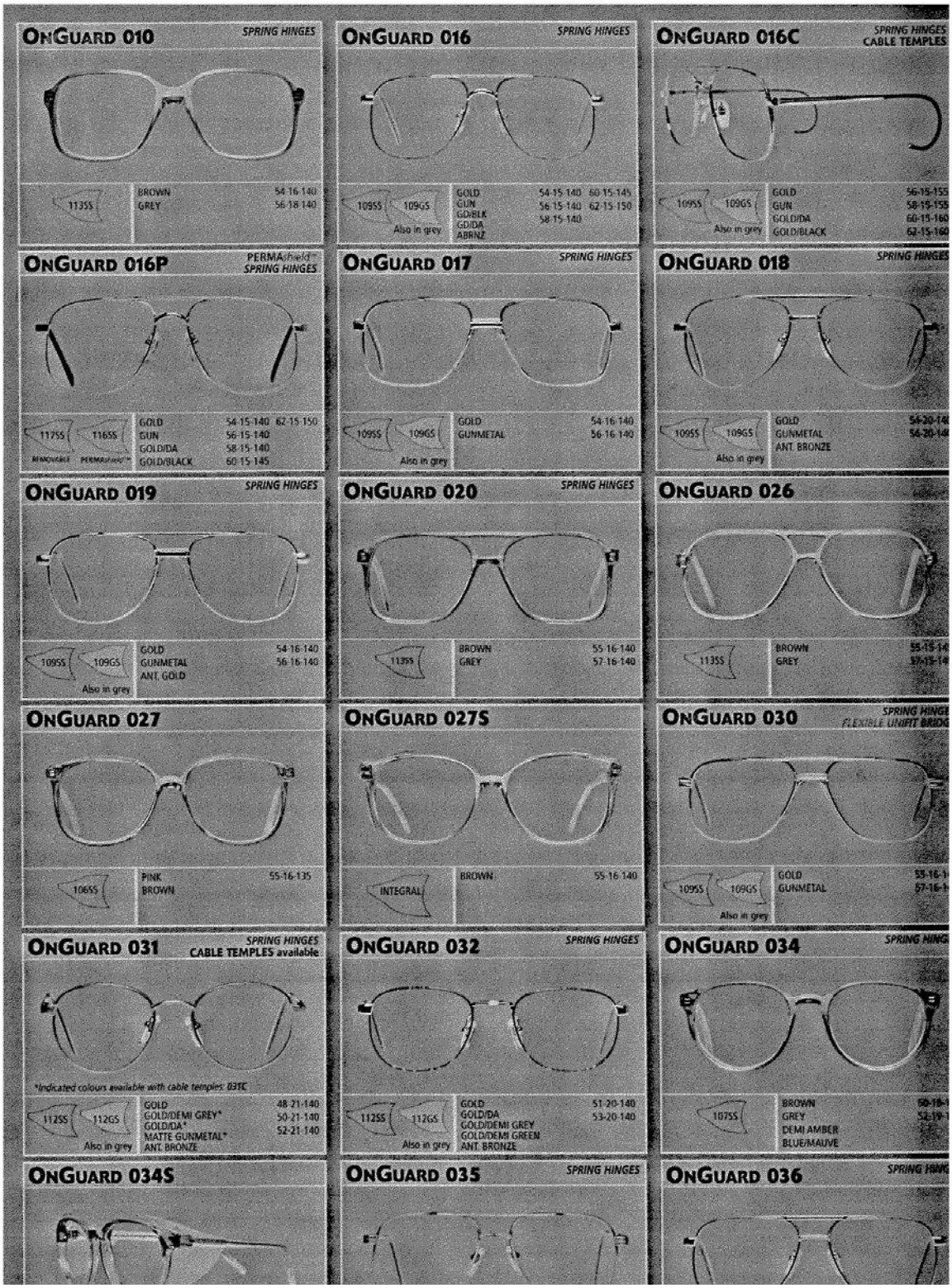
316	$64.95
317	$64.95
318	$64.95
052	$84.95
088	$84.95
108	$84.95
115	$84.95
116	$84.95
119	$84.95
120	$84.95
121	$84.95
128	$84.95
319	$84.95
320	$84.95
321	$84.95
322	$84.95
077	$99.95
130 F	$99.95
130 S	$99.95

ONGUARD
SAFETY CORP.
OG
INDUSTRIAL STRENGTH
FASHION
2006


ONGUARD 010
SPRING HINGES
113SS
BROWN
GREY
54-16-140
56-18-140
ONGUARD 016
SPRING HINGES
109SS
109GS
Also in grey
GOLD
GUN
GD/BLK
GD/DA
ABRNZ
54-15-140 60-15-145
56-15-140 62-15-150
58-15-140
ONGUARD 016C
SPRING HINGES
CABLE TEMPLES
109SS
109GS
Also in grey
GOLD
GUN
GOLD/DA
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60-15-160
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ONGUARD 016P
PERMAshield™
SPRING HINGES
117SS
116SS
REMOVABLE
PERMAshield™
GOLD
GUN
GOLD/DA
GOLD/BLACK
54-15-140 62-15-150
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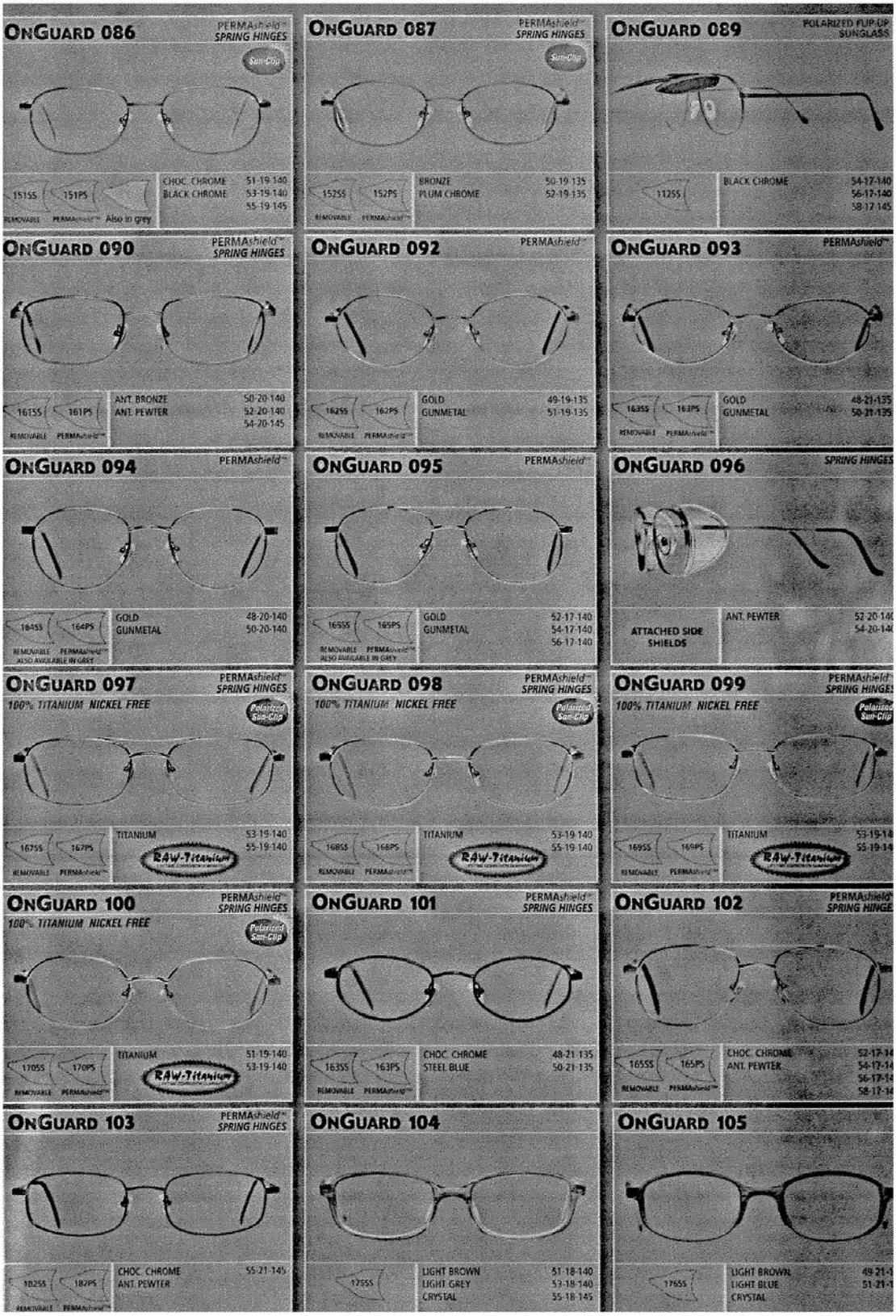
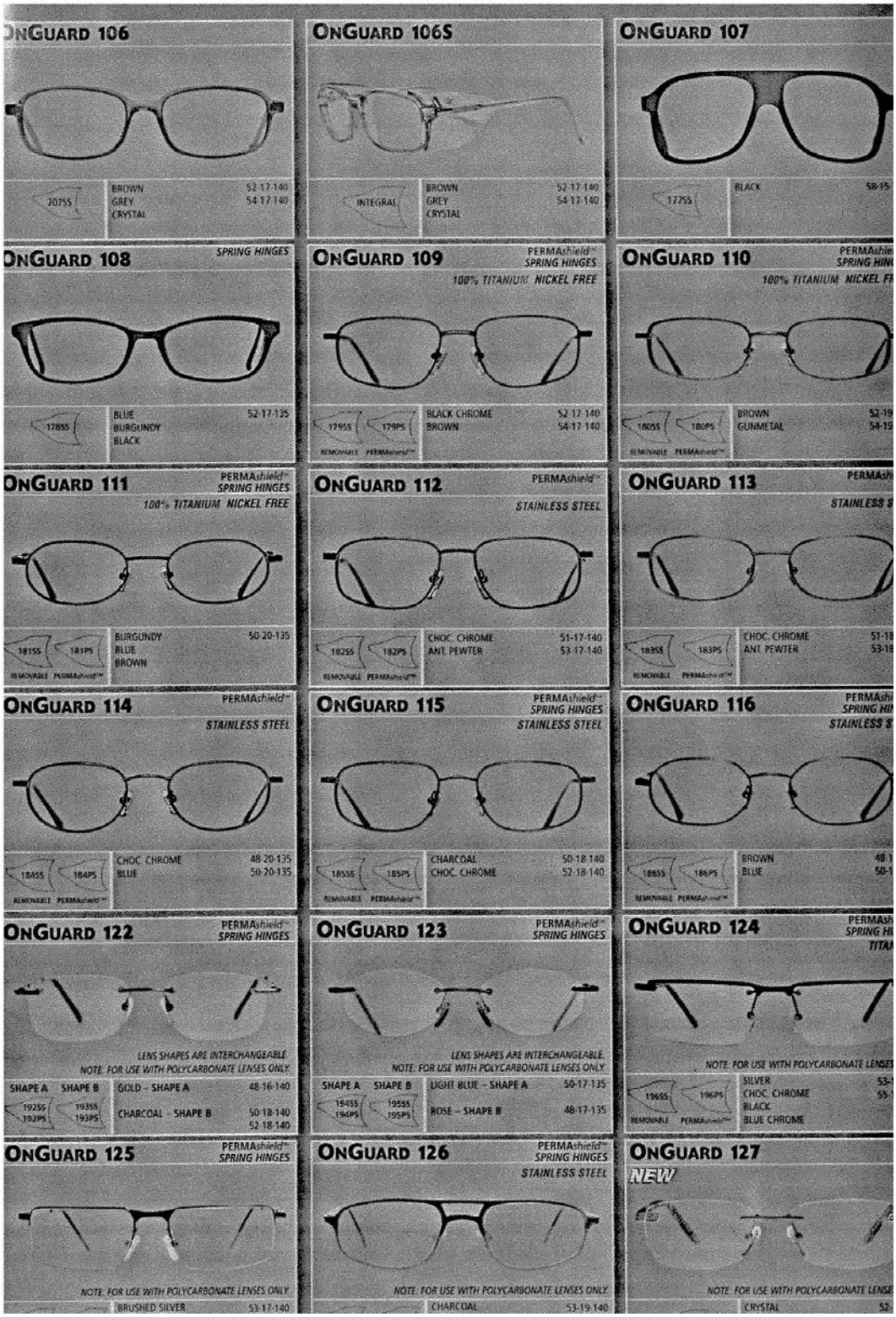
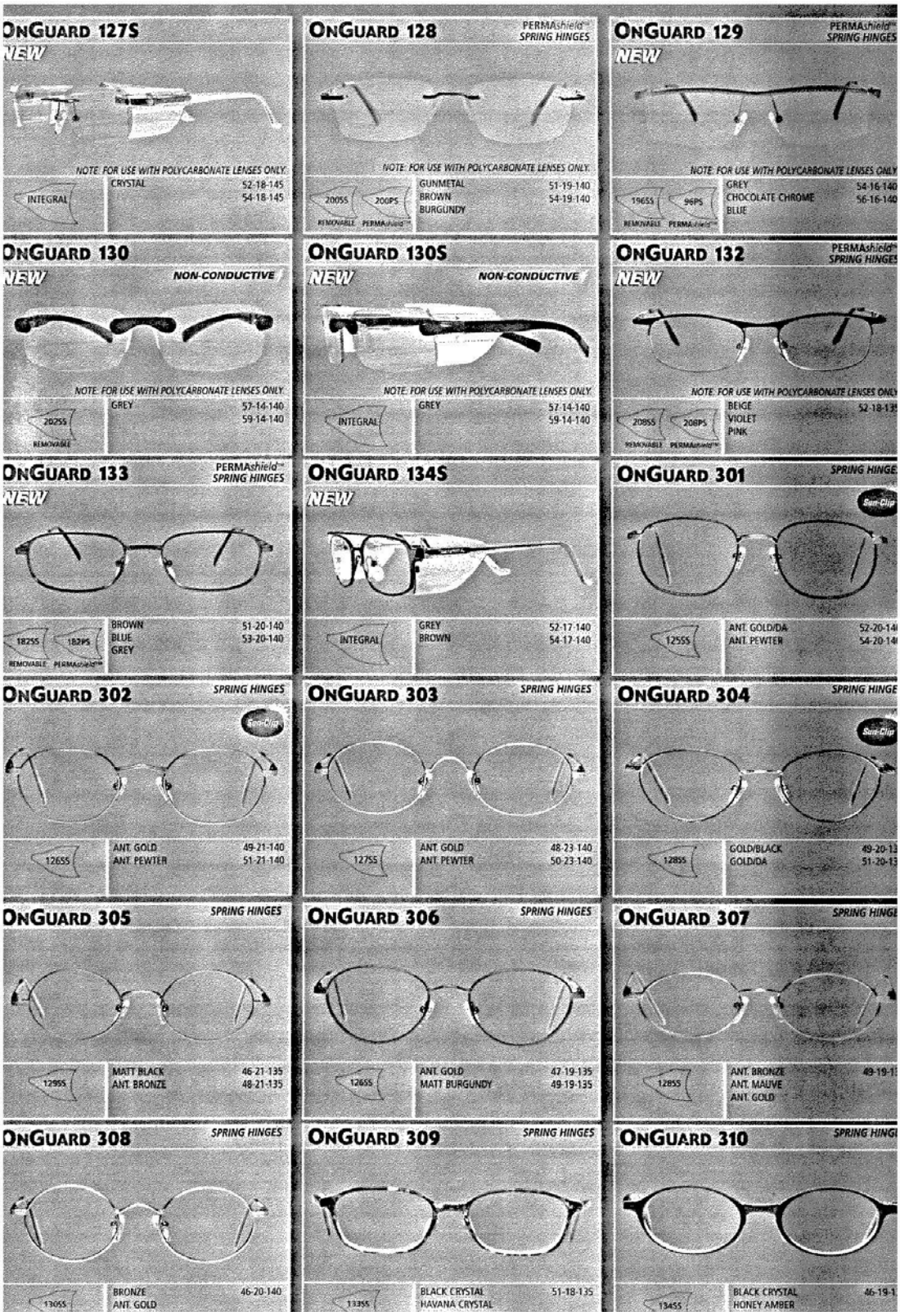
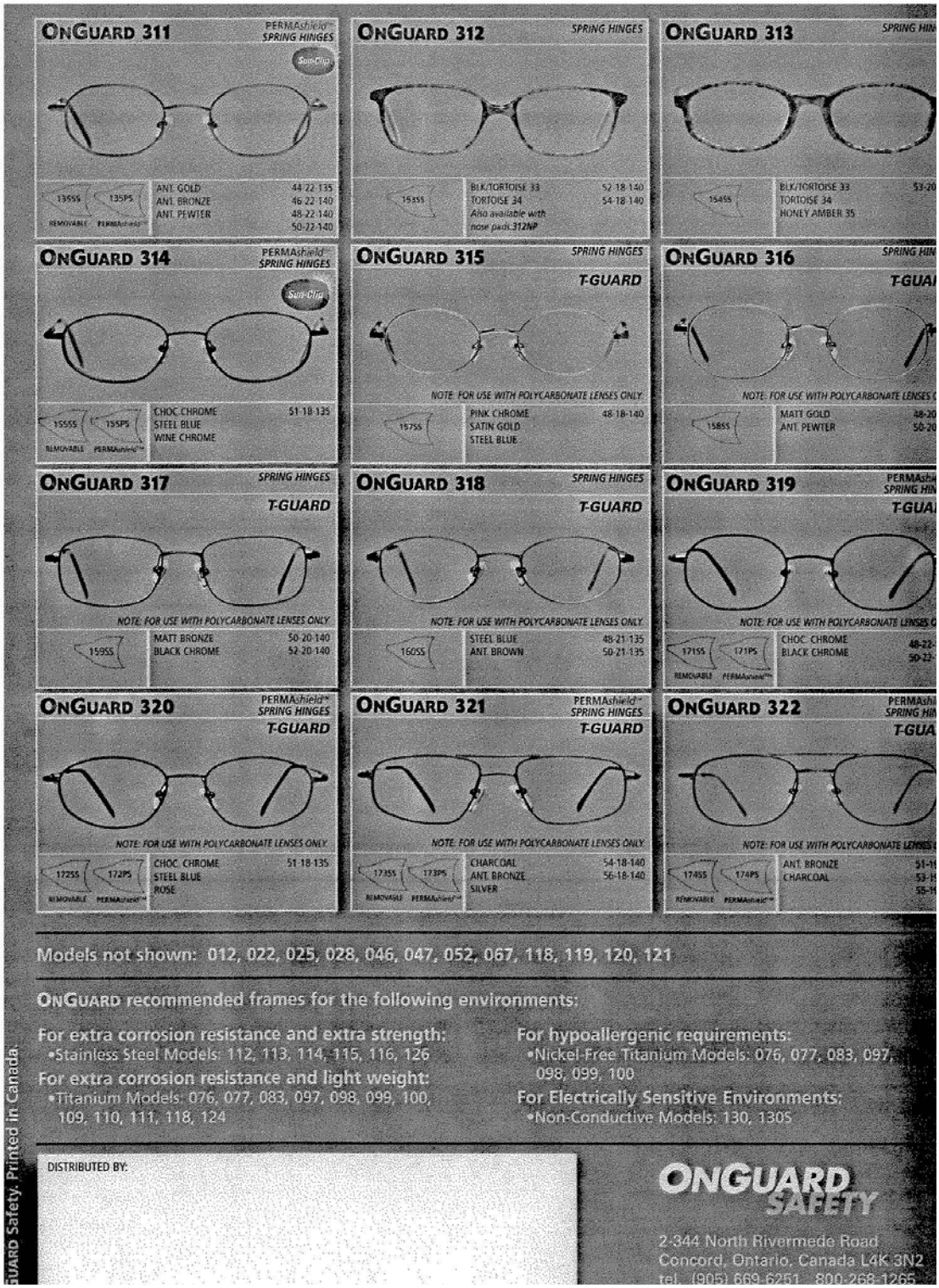
ONGUARD 017
SPRING HINGES
109SS
109GS
Also in grey
GOLD
GUNMETAL
54-16-140
56-16-140
ONGUARD 018
SPRING HINGES
109SS
109GS
Also in grey
GOLD
GUNMETAL
ANT. BRONZE
ONGUARD 019
SPRING HINGES
109SS
109GS
Also in grey
GOLD
GUNMETAL
ANT. GOLD
54-16-140
56-16-140
ONGUARD 020
SPRING HINGES
113SS
BROWN
GREY
55-16-140
57-16-140
ONGUARD 026
113SS
BROWN
GREY
ONGUARD 027
106SS
PINK
BROWN
55-16-135
ONGUARD 027S
INTEGRAL
BROWN
55-16-140
ONGUARD 030
SPRING HINGE
FLEXIBLE UNIFIT BRIDG
109SS
109GS
Also in grey
GOLD
GUNMETAL
ONGUARD 031
SPRING HINGES
CABLE TEMPLES available
*Indicated colours available with cable temples: 031C
112SS
112GS
Also in grey
GOLD
GOLD/DEMI GREY*
GOLD/DA*
MATTE GUNMETAL*
ANT. BRONZE
48-21-140
50-21-140
52-21-140
ONGUARD 032
SPRING HINGES
112SS
112GS
Also in grey
GOLD
GOLD/DA
GOLD/DEMI GREY
GOLD/DEMI GREEN
ANT. BRONZE
51-20-140
53-20-140
ONGUARD 034
SPRING HING
107SS
BROWN
GREY
DEMI AMBER
BLUE/MAUVE
ONGUARD 034S
ONGUARD 035
SPRING HINGES
ONGUARD 036
SPRING HING


ONGUARD 086
PERMAshield SPRING HINGES
Sun-Clip
151SS 151PS
REMOVABLE PERMAshield Also in grey
CHOC. CHROME 51-19-140
BLACK CHROME 53-19-140
55-19-145
ONGUARD 087
PERMAshield SPRING HINGES
Sun-Clip
152SS 152PS
REMOVABLE PERMAshield
BRONZE 50-19-135
PLUM CHROME 52-19-135
ONGUARD 089
POLARIZED FLIP-UP SUNGLASS
112SS
BLACK CHROME 54-17-140
56-17-140
58-17-145
ONGUARD 090
PERMAshield SPRING HINGES
161SS 161PS
REMOVABLE PERMAshield
ANT. BRONZE 50-20-140
ANT. PEWTER 52-20-140
54-20-145
ONGUARD 092
PERMAshield
162SS 162PS
REMOVABLE PERMAshield
GOLD 49-19-135
GUNMETAL 51-19-135
ONGUARD 093
PERMAshield
163SS 163PS
REMOVABLE PERMAshield
GOLD 48-21-135
GUNMETAL 50-21-135
ONGUARD 094
PERMAshield
164SS 164PS
REMOVABLE PERMAshield ALSO AVAILABLE IN GREY
GOLD 48-20-140
GUNMETAL 50-20-140
ONGUARD 095
PERMAshield
165SS 165PS
REMOVABLE PERMAshield ALSO AVAILABLE IN GREY
GOLD 52-17-140
GUNMETAL 54-17-140
56-17-140
ONGUARD 096
SPRING HINGES
ATTACHED SIDE SHIELDS
ANT. PEWTER 52-20-140
54-20-140
ONGUARD 097
PERMAshield SPRING HINGES
100% TITANIUM NICKEL FREE
Polarized Sun-Clip
167SS 167PS
REMOVABLE PERMAshield
TITANIUM 53-19-140
55-19-140
RAW-Titanium
ONGUARD 098
PERMAshield SPRING HINGES
100% TITANIUM NICKEL FREE
Polarized Sun-Clip
168SS 168PS
REMOVABLE PERMAshield
TITANIUM 53-19-140
55-19-140
RAW-Titanium
ONGUARD 099
PERMAshield SPRING HINGES
100% TITANIUM NICKEL FREE
Polarized Sun-Clip
169SS 169PS
REMOVABLE PERMAshield
TITANIUM
RAW-Titanium
ONGUARD 100
PERMAshield SPRING HINGES
100% TITANIUM NICKEL FREE
Polarized Sun-Clip
170SS 170PS
REMOVABLE PERMAshield
TITANIUM 51-19-140
53-19-140
RAW-Titanium
ONGUARD 101
PERMAshield SPRING HINGES
163SS 163PS
REMOVABLE PERMAshield
CHOC. CHROME 48-21-135
STEEL BLUE 50-21-135
ONGUARD 102
PERMAshield SPRING HINGES
165SS 165PS
REMOVABLE PERMAshield
CHOC. CHROME
ANT. PEWTER
ONGUARD 103
PERMAshield SPRING HINGES
182SS 182PS
REMOVABLE PERMAshield
CHOC. CHROME 55-21-145
ANT. PEWTER
ONGUARD 104
175SS
LIGHT BROWN 51-18-140
LIGHT GREY 53-18-140
CRYSTAL 55-18-145
ONGUARD 105
176SS
LIGHT BROWN
LIGHT BLUE
CRYSTAL


ONGUARD 106
207SS
BROWN 52-17-140
GREY 54-17-140
CRYSTAL
ONGUARD 106S
INTEGRAL
BROWN 52-17-140
GREY 54-17-140
CRYSTAL
ONGUARD 107
177SS
BLACK
ONGUARD 108
SPRING HINGES
178SS
BLUE 52-17-135
BURGUNDY
BLACK
ONGUARD 109
PERMAshield™
SPRING HINGES
100% TITANIUM NICKEL FREE
179SS 179PS
BLACK CHROME 52-17-140
BROWN 54-17-140
REMOVABLE PERMAshield™
ONGUARD 110
100% TITANIUM NICKEL FR
180SS 180PS
BROWN
GUNMETAL
ONGUARD 111
PERMAshield™
SPRING HINGES
100% TITANIUM NICKEL FREE
181SS 181PS
BURGUNDY 50-20-135
BLUE
BROWN
REMOVABLE PERMAshield™
ONGUARD 112
PERMAshield™
STAINLESS STEEL
182SS 182PS
CHOC. CHROME 51-17-140
ANT. PEWTER 53-17-140
REMOVABLE PERMAshield™
ONGUARD 113
STAINLESS S
183SS 183PS
CHOC. CHROME
ANT. PEWTER
REMOVABLE PERMAshield™
ONGUARD 114
PERMAshield™
STAINLESS STEEL
184SS 184PS
CHOC. CHROME 48-20-135
BLUE 50-20-135
REMOVABLE PERMAshield™
ONGUARD 115
PERMAshield™
SPRING HINGES
STAINLESS STEEL
185SS 185PS
CHARCOAL 50-18-140
CHOC. CHROME 52-18-140
REMOVABLE PERMAshield™
ONGUARD 116
STAINLESS S
186SS 186PS
BROWN
BLUE
ONGUARD 122
PERMAshield™
SPRING HINGES
LENS SHAPES ARE INTERCHANGEABLE
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY
SHAPE A SHAPE B
192SS 193SS
192PS 193PS
GOLD – SHAPE A 48-16-140
CHARCOAL – SHAPE B 50-18-140
52-18-140
ONGUARD 123
PERMAshield™
SPRING HINGES
LENS SHAPES ARE INTERCHANGEABLE.
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
SHAPE A SHAPE B
194SS 195SS
194PS 195PS
LIGHT BLUE – SHAPE A 50-17-135
ROSE – SHAPE B 48-17-135
ONGUARD 124
TITA
NOTE: FOR USE WITH POLYCARBONATE LENSES
196SS 196PS
SILVER
CHOC. CHROME
BLACK
BLUE CHROME
REMOVABLE PERMAshield™
ONGUARD 125
PERMAshield™
SPRING HINGES
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY
BRUSHED SILVER 53-17-140
ONGUARD 126
PERMAshield™
SPRING HINGES
STAINLESS STEEL
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY
CHARCOAL 53-19-140
ONGUARD 127
NEW
NOTE: FOR USE WITH POLYCARBONATE LENSE
CRYSTAL


ONGUARD 127S
NEW
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
INTEGRAL
CRYSTAL 52-18-145 54-18-145
ONGUARD 128
PERMAshield™ SPRING HINGES
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
200SS 200PS
REMOVABLE PERMAshield™
GUNMETAL 51-19-140
BROWN 54-19-140
BURGUNDY
ONGUARD 129
PERMAshield™ SPRING HINGES
NEW
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
196SS 196PS
REMOVABLE PERMAshield™
GREY 54-16-140
CHOCOLATE CHROME 56-16-140
BLUE
ONGUARD 130
NEW
NON-CONDUCTIVE
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
202SS
REMOVABLE
GREY 57-14-140 59-14-140
ONGUARD 130S
NEW
NON-CONDUCTIVE
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY.
INTEGRAL
GREY 57-14-140 59-14-140
ONGUARD 132
PERMAshield™ SPRING HINGES
NEW
NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY
208SS 208PS
REMOVABLE PERMAshield™
BEIGE 52-18-135
VIOLET
PINK
ONGUARD 133
PERMAshield™ SPRING HINGES
NEW
182SS 182PS
REMOVABLE PERMAshield™
BROWN 51-20-140
BLUE 53-20-140
GREY
ONGUARD 134S
NEW
INTEGRAL
GREY 52-17-140
BROWN 54-17-140
ONGUARD 301
SPRING HINGE
Sun-Clip
125SS
ANT. GOLD/DA 52-20-14
ANT. PEWTER 54-20-14
ONGUARD 302
SPRING HINGES
Sun-Clip
126SS
ANT. GOLD 49-21-140
ANT. PEWTER 51-21-140
ONGUARD 303
SPRING HINGES
127SS
ANT. GOLD 48-23-140
ANT. PEWTER 50-23-140
ONGUARD 304
SPRING HINGE
Sun-Clip
128SS
GOLD/BLACK 49-20-13
GOLD/DA 51-20-13
ONGUARD 305
SPRING HINGES
129SS
MATT BLACK 46-21-135
ANT. BRONZE 48-21-135
ONGUARD 306
SPRING HINGES
126SS
ANT. GOLD 47-19-135
MATT BURGUNDY 49-19-135
ONGUARD 307
SPRING HINGE
128SS
ANT. BRONZE 49-19-1
ANT. MAUVE
ANT. GOLD
ONGUARD 308
SPRING HINGES
130SS
BRONZE 46-20-140
ANT. GOLD
ONGUARD 309
SPRING HINGES
133SS
BLACK CRYSTAL 51-18-135
HAVANA CRYSTAL
ONGUARD 310
SPRING HINGE
134SS
BLACK CRYSTAL 46-19-1
HONEY AMBER



ONGUARD 311 — PERMAshield™ SPRING HINGES — Sun-Clip

135SS / 135PS — REMOVABLE / PERMAshield™

ANT. GOLD	44-22-135
ANT. BRONZE	46-22-140
ANT. PEWTER	48-22-140
	50-22-140

ONGUARD 312 — SPRING HINGES

158SS

BLK./TORTOISE 33	52-18-140
TORTOISE 34	54-18-140
Also available with nose pads 312NP	

ONGUARD 313 — SPRING HIN

154SS

BLK./TORTOISE 33	53-20
TORTOISE 34	
HONEY AMBER 35	

ONGUARD 314 — PERMAshield™ SPRING HINGES — Sun-Clip

155SS / 135PS — REMOVABLE / PERMAshield™

CHOC. CHROME	51-18-135
STEEL BLUE	
WINE CHROME	

ONGUARD 315 — SPRING HINGES — T-GUARD

NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY

157SS

PINK CHROME	48-18-140
SATIN GOLD	
STEEL BLUE	

ONGUARD 316 — SPRING HIN — T-GUA

NOTE: FOR USE WITH POLYCARBONATE LENSES O

158SS

MATT GOLD	48-20
ANT. PEWTER	50-20

ONGUARD 317 — SPRING HINGES — T-GUARD

NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY

159SS

MATT BRONZE	50-20-140
BLACK CHROME	52-20-140

ONGUARD 318 — SPRING HINGES — T-GUARD

NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY

160SS

STEEL BLUE	48-21-135
ANT. BROWN	50-21-135

ONGUARD 319 — PERMAsh SPRING HIN — T-GUA

NOTE: FOR USE WITH POLYCARBONATE LENSES O

171SS / 171PS — REMOVABLE / PERMAshield™

CHOC. CHROME	48-22-
BLACK CHROME	50-23-

ONGUARD 320 — PERMAshield™ SPRING HINGES — T-GUARD

NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY

172SS / 172PS — REMOVABLE / PERMAshield™

CHOC. CHROME	51-18-135
STEEL BLUE	
ROSE	

ONGUARD 321 — PERMAshield™ SPRING HINGES — T-GUARD

NOTE: FOR USE WITH POLYCARBONATE LENSES ONLY

173SS / 173PS — REMOVABLE / PERMAshield™

CHARCOAL	54-18-140
ANT. BRONZE	56-18-140
SILVER	

ONGUARD 322 — PERMAsh SPRING HIN — T-GUA

NOTE: FOR USE WITH POLYCARBONATE LENSES

174SS / 174PS — REMOVABLE / PERMAshield™

ANT. BRONZE	51-19
CHARCOAL	53-19
	55-19

Models not shown: 012, 022, 025, 028, 046, 047, 052, 067, 118, 119, 120, 121

ONGUARD recommended frames for the following environments:

For extra corrosion resistance and extra strength:
- Stainless Steel Models: 112, 113, 114, 115, 116, 126

For extra corrosion resistance and light weight:
- Titanium Models: 076, 077, 083, 097, 098, 099, 100, 109, 110, 111, 118, 124

For hypoallergenic requirements:
- Nickel-Free Titanium Models: 076, 077, 083, 097, 098, 099, 100

For Electrically Sensitive Environments:
- Non-Conductive Models: 130, 130S

DISTRIBUTED BY:

ONGUARD SAFETY

2-344 North Rivermede Road
Concord, Ontario, Canada L4K 3N2
tel. (905) 669-6251 800-268-1265

GUARD Safety. Printed in Canada.

Alcoholic Beverages and Drugs **62-20.0**

Effective Date 7-1-99

Revision Date 8-14-01

I. PURPOSE

To provide a safe environment for the public, state employees, and DFCM staff in state facilities.

II. POLICY

A. Under state law, the use, storage or consumption of alcoholic beverages or drugs in a state-owned vehicle, public building, or public grounds is strictly prohibited.

B. Any employee on on-call status is prohibited from consuming any type of alcoholic beverage or illegal drug.

C. Any employee on on-call status who consumes prescription drugs that may effect their ability to perform work related tasks shall notify their supervisor. Once notified, the supervisor shall arrange on-call coverage to accommodate the employee's need for prescription drug use. A doctor's authorization indicating the need for prescription drug use during on-call hours may be required.

Driver's License **62-21.0**

Effective Date 7-1-99

Revision Date 4-13-07

I. PURPOSE

The purpose of the following policy and procedure is to ensure that all employees driving State-owned vehicles have a valid Utah driver's license.

II. POLICY

State employees driving state-owned vehicles shall have a valid Utah driver's license. Any employee found to be driving a state-owned vehicle without a valid Utah driver's license shall be subject to corrective action.

III. PROCEDURES

A. On an annual basis employees shall submit their full name and driver's license number to their supervisor.
B. New hires shall submit their full name and driver's license number to the Human Resource Technician on the date of their hire.
C. The employees' names and driver's license numbers shall be submitted to the Utah Department of Motor Vehicles to confirm that all employees driving state-owned vehicles have valid Utah driver's licenses.
D. If an employee's license is suspended, revoked, or expired, the employee shall immediately notify his or her supervisor.
E. An employee found to be driving state-owned vehicles without a valid license will be subject to corrective action.
F. The following positions must maintain a valid driver's license to retain employment with DFCM:

Apprentice Maintenance Specialist

Assistant Director for Facilities Management

Building and Grounds Supervisor

Electronics Technical Specialist

Facility Coordinator

Grounds Keeper

Grounds Supervisor

Lead Auto Worker

Journey Auto Worker

Journey Maintenance/Construction Specialist

Journey Electrician

Journey Heating and Air Conditioning Specialist

Journey Plumber

Managing Facility Coordinator

Program Director

State Vehicle Usage **62-22.0**

Effective Date 7-1-99

Revision Date 2-23-06

I. PURPOSE

This policy defines the use of state vehicles for commuting by employees of the Division of Facilities Construction and Management (DFCM).

II. POLICY

A. Definition – This policy addresses state vehicles used for commuting by employees where the *commute is the only personal use*. Commuting is defined as travel between the employee's home and place of work more than four times a month. The definition extends to vehicles that are driven between an employee's office or principal place of assignment to a location closer to the employee's home. The commute is considered personal use *even if the commute is required by the employer*.

The only exception to policy parts B6 and B7, Documentation and Taxation, is for those vehicles used on a 24-hour call basis. All other parts of this policy apply to such vehicles.

B. Approval

1. Because these are state-owned vehicles, the general rules for state-owned vehicles are applicable. Commuting in a state-owned vehicle is allowed only for approved usage. The commute use of a vehicle should be authorized in exceptional conditions and *should not be used for providing a fringe benefit to employees*.

2. The commute use of a vehicle must receive prior written approval from the division director and the Department of Administrative Services using a request for Assigned Vehicle, form MP-1, along with a Request For Commute Authorization, form MP-2. This approval is based on an identified need that complies with this policy. The approval is necessary for commute use of more than four times during a month. Appropriate commute approval, monitoring, and use of all state vehicles will be a primary responsibility of department and agency director. These directors will assure that state vehicle use is managed within the parameters and requirements of state law and policy. *Commute assignments must be reviewed and re-authorized in writing annually.*

3. When inappropriate commute use of vehicles is identified, the appropriate director will initiate immediate corrective action. Any employee found abusing the commute privilege, commuting in a state vehicle when the commute is unauthorized, or using the vehicle for any other unauthorized purpose, will be subject to corrective action. This corrective action shall, at a minimum, require the employee to reimburse the State for the number of commute miles or any other unauthorized miles traveled. Reimbursement shall be made at the current rate established by the Division of Finance. Further discipline may include suspension or termination, as outlined in the Department of Human Resource Management Rules.

4. An employee shall be approved for commute only when one or more of the following conditions exist:
   a) The employee is on a 24-hour call. This condition of being on 24 hour-call does not mean that a car will always be provided to the employee. The division shall assess the situation and authorize a commute only for special conditions. For example, if the employee must be prepared to respond to an emergency and the vehicle is specially equipped, then a commute may be appropriate. A 24-hour on-call situation may be resolved by reimbursing the employee mileage if he or she is required to respond.

   b) It is more practical for the employee to go directly to the work site than to go first to the office to obtain a vehicle. This condition is also subject to review by the department since it may be more practical for the employee to use his or her own vehicle. This condition should be approved only when regular and continuous travel to the work site is required.

   c) The employee is required to perform duties before or after normal working hours and because the vehicle supports special equipment, it is not feasible to use a personal vehicle. For purposes of this policy, special equipment shall be defined by the department director and approved by the executive director, Department of Administrative Services.

5. Shelter of vehicle – Where practical, off-street shelter must be provided for the vehicle.

6. Documentation – The commute is considered taxable and usage must be documented and submitted every two weeks with the employee's time sheet on and Employee Reimbursement/Earnings Request, Form FI 48.

7. Taxation
   a) The commute, based on the Employee Reimbursement Earnings Request, Form FI 48, is considered a taxable fringe benefit.
   b) The IRS stated value of the fringe benefit "income" is $1.50 per one-way commute and will be computed from the Employee Reimbursement/Earnings Request, form FI 48, and added to the employee's federal and state gross wages subject to FICA. The value will also be added to the W-2 wages. In cases of carpooling, the fringe benefit amount will be added to the income of each employee in the vehicle. (Each employee must complete the Employee Reimbursement/Earnings Request, form FI 48, for this commute.)

III. <u>PROCEDURE</u>

See attached procedure

State Vehicle Usage Procedure **62-22.0**

Effective Date 7-1-99

Revision Date 2-23-06

Responsibility	**Action**
Approval of Commute Use	
Division	Prepare a Request for assigned Vehicle, form MP-1, and a Request For Commute Authorization, for MP-2, with the necessary division approval. Submit forms to the Department of Administrative Services. Upon approval, complete division commute authorization form and place in employee personnel file. Renewal of division commute authorization form is required annually.
Department of Administrative Services	Review and approve or reject the commuting assignment.
Taxation of Commute	
Division	Prepare an Employee Reimbursement/Earnings Request, Form FI 48, and have it approved. Submit the Employee Reimbursement/Earnings Request, form FI 48, with time sheet every two weeks, to the Division of Finance.
Division of Finance	Add the commute value to the employee's gross wages subject to FICA withholding for the pay period. Add the commute value to the employee's W-2 wages for federal and state taxation.

Commute Authorization Form

Division of Facilities Construction and Management

1. State vehicles shall only be used for official state business.
2. Authorized drivers shall obey all motor vehicle laws while operating a state vehicle.
3. State vehicles cannot be driven out of the state or travel outside the continental United States.
4. Unless otherwise authorized, the following are examples of the unauthorized use of a state vehicle.
   A. Transporting family, friends, pets, associates or other persons who are not state employees. Exceptions are consultants, vendors, etc. who are associated with projects or serving the interest of the state.
   B. Transporting acids, explosives, weapons, ammunition, hazardous materials and flammable materials. The transport of the above-referenced items or materials is deemed authorized when it specifically relates to the employment duties.
   C. Extending the length of time that the state vehicle is in the operator's possession beyond the time needed to complete the official purposes of the trip.
   D. Operating or being in actual physical control of a state vehicle in violation of Subsection 41-6-44(2), driving under the influence of alcohol, drugs or with specified or unsafe blood alcohol concentration.
   E. Operating a state vehicle for personal use. Generally, except for approved personal uses and when necessary for the performance of employment duties, the use of a state vehicle for activities such as shopping, participating in sporting events, hunting, fishing or any activity that is not included in the employee's job description, is not authorized.
   F. Using a state vehicle for personal convenience, such as when a personal vehicle is not operational.
5. Employee must complete Form FI 48, (Employee Reimbursement Earnings Request), and submit each pay period.
6. The unauthorized use of a state vehicle may result in the suspension or revocation of state driving privileges or be subject to corrective or disciplinary action.

Employee is authorized to commute in a state vehicle to and from various work locations to his or her home located at _____

or other approved location _____

Employee Signature _____ Date:_____

Supervisor Signature _____ Date:_____

Criminal History Checks Policy **62-23.0**

Effective Date - 7/25/01

Revision Date – 11/21/03

I. PURPOSE

As a part of their job-related responsibilities, Facilities Management employees have access to sensitive state facilities and secure areas, such as corrective facilities, court complexes, information technology centers, etc. Criminal history information relating to specific positions may assist in determining if an individual should hold a position of trust.

II. POLICY

A. New Hire

As a part of the pre-employment evaluation, applicants being considered for employment at DFCM will be asked to sign a waiver permitting the Bureau of Criminal Identification (BCI) to conduct a background check. Failure to sign the waiver will eliminate the applicant as a candidate for the current position.

B. Current Employees

Annually, Facilities Management employees in the following positions will be asked to sign a waiver permitting the Bureau of Criminal Identification to conduct a background check: apprentice maintenance worker, journey maintenance specialist, journey electrician, journey heating and air conditioning specialist, office technician, executive secretary, custodian, maintenance specialist supervisor, building and grounds supervisor II, facility coordinator, journey boiler operator, lead project manager for Facilities Management, and program director for Facilities Management. Failure to sign the waiver will result in restriction to sensitive areas of buildings and access to master keys, which may interfere with job performance and may result in corrective action.

In both instances, only criminal offenses pertinent to employment qualifications will be reported. A past criminal offense may not necessarily jeopardize an offer of employment or continuing employment.

Criminal History Checks Policy **62-23.0**

Effective Date - 7/25/01

Revision Date – 11/21/03

Information generated by the criminal history check shall only be used under the following conditions:

- DFCM shall limit the use of the information to the purpose of determining the worthiness of an individual to occupy a sensitive position
- The information will be destroyed when it is no longer needed for the purposes for which it was provided
- The information shall be sent to the managing facility coordinator and shall not be disseminated to any other agency or person, unless a job-related offense is identified. If such an offense is identified, the applicable information shall be disseminated to the employee's supervisor. All reasonable procedures will be made to protect criminal history information form unauthorized access, alteration, or destruction.
- Facilities management shall audit their procedures and handling of criminal history information.

III. PROCEDURE

1. Applicants being considered for employment will sign a waiver for BCI to conduct a criminal history check.
2. On an annual basis employees in the previously identified positions will sign a waiver for BCI to conduct a criminal investigation.
3. BCI will report to DFCM only offenses specifically associated with job-related functions.
4. If offenses deemed associated with job-related responsibilities are identified in the background check, the employee will be informed of the results by his or her supervisor.
5. Each offense and its impact on job responsibilities will be evaluated and dealt with separately.
6. If the employee feels that the results of the check are in error, he or she may request further investigation to resolve the dispute.
7. Restricted access to master keys, secure areas, or driving privileges may result from identified offenses.
8. The managing facility coordinator will conduct a periodic audit of the handling of information generated by BCI.

Pre-Employment

Background Check Waiver

In connection with my application for employment with the Division of Facilities Construction and Management for a position which involves Facilities Management, I hereby authorize the afore named agency to investigate my past and present work, education, and law enforcement records to ascertain any and all information which may be pertinent to my employment qualifications. I do hereby release all persons, firms, agencies, companies, groups or installations, whomsoever, from any damages of, or resulting from, furnishing such information. I further agree that a copy of this release shall function as an original.

_____ _____

Prospective Employee Signature *Date*

_____ _____

Witness Signature *Date*

_____ _____

Agency Authorized Representative Signature *Date*

Employment

Background Check Waiver

In connection with my employment with the Division of Facilities Construction and Management for a position which involves Facilities Management, I hereby authorize the afore named agency to investigate my past and present work, education, and law enforcement records to ascertain any and all information which may be pertinent to my employment qualifications. I do hereby release all persons, firms, agencies, companies, groups or installations, whomsoever, from any damages of, or resulting from, furnishing such information. I further agree that a copy of this release shall function as an original.

_____ _____

Employee Signature *Date*

_____ _____

Witness Signature *Date*

_____ _____

Agency Authorized Representative Signature *Date*

Incident Review Policy

62-24.0

Effective Date 8-22-01

Revision Date

I. PURPOSE

Accidents by definition are unplanned, undesired events that result in personal injury or property damage. In order to understand the events leading up to such incidents and to be able to prevent similar situations from occurring, the following incident review process has been established.

II. POLICY

Incidents caused by DFCM staff or activities that result in OSHA recordable injuries to State employees or injuries to clients or other members of the public shall be reviewed by an internal Incident Review Team. In addition, incidents resulting in damage to equipment totaling losses of $1,000 or more shall be reviewed by an internal Incident Review Team. Other documented incidents may be reviewed at the Facilities Management Program Director's discretion.

III. PROCEDURES

See attached definitions

Incident Review Policy

62-24.0

Effective Date 7-1-99

Revision Date

A. Definitions

1. Damage shall be defined as harm to equipment or facilities owned by Facilities Management or equipment or facilities under the section's responsibility.
2. Equipment shall be defined as tools, mechanical assets, facilities, etc.
3. Costs used in documenting incidents shall be determined by totaling replacement costs for equipment as well as in-house staff, vendor and/or contractor's labor costs. In addition, any other losses associated with the incident, such as down-time or computer losses, shall be included in the determination of cost.
4. The Incident Review Team shall be defined as the team responsible for reviewing all incidents meeting the criterion established in Section II of this policy.
5. OSHA recordable injuries include the following:
   a. Injuries requiring first aid from a medical professional
   b. Injuries resulting in unconsciousness or death
   c. Injuries resulting in lost work time or reassignment of duties.

B. Damage to Equipment

1. Incidents resulting in less that $300 damage to equipment do not require documentation. If a series of related incidents take place with a cost totaling over $300 in damage, these incidents shall be documented with a *Supervisor's Report of Incident* and an *Employee's Report of Incident*. This documentation shall be submitted to the research analyst.
2. Incident resulting in damage to requirement ranging in cost form $301 to $999 shall be documented by submitting a *Supervisor's Report of Incident* and an *Employee's Report of Incident* to the research analyst. These incidents may be investigated at the discretion of the Facilities Management program director.
3. Incidents resulting in damage to equipment totaling $1000 or more shall be investigated by an internal Incident Review Team. A *Supervisor's Report of Incident* and an *Employee's Report of Incident* shall be submitted to the research analyst and an Incident Review Team shall be formed.

C. Injury to Persons

1. Any OSHA recordable injury shall be documented with a completed *Supervisor's Report of Incide*nt and an *Employee's Report of Incident*. These forms shall be submitted to the research analyst.

Incident Review Policy

62-24.0

Effective Date 7-1-99

Revision Date

2. Injuries classified as OSHA recordable shall be reviewed by an Incident Review Team.
3. Injuries to non-employees that result in a claim against the state because of an action or non-action by a DFCM employee shall be reviewed. Injuries that do not result in a claim against the state may be reviewed at the discretion of the program director of Facilities Management.

D. Incident Review Team

1. An Incident Review Team shall consist of some or all of the following:
   a) Lead program manager for Facilities Management
   b) Program director for Facilities Management
   c) One facilities coordinator
   d) One knowledgeable peer
   e) Others as selected by the program director for Facilities Management

2. The Incident Review Team shall examine the activities leading to the incident in question. The examination process shall include, but is not limited to, the following:
   a) Interviews with the employee, co-workers, supervisor, facility coordinator, or other witnesses.
   b) A review of environmental factors that may have played a role in the incident.
   c) A review of organizational factors that may have influenced the development of the incident.

3. The Incident Review Team shall review the activities leading to the incident in question and shall submit a confidential report that addresses the following components.
   a) Description of events
   b) Findings of fact
   c) Contributing factors
   d) An assignment of responsibility
   e) Recommendations for decreasing further risks
   f) Any other remaining issues important to an understanding of the incident.

4. The report shall be classified according to requirements of the Government Record Management Act.

5. The report shall be submitted to the Facilities Management program director.

E. Reporting

Supervisors shall report incidents involving damage to equipment or OSHA recordable injuries to the FM program director.

Employee's Report of Incident

Employee's Name_____ Employee Identification Number_____

Job Position/Title_____ Supervisor's Name_____

Date and Time of Incident_____ Location_____

Task being performed when incident occurred_____

Date/Time Incident Reported_____ To Whom? _____

Name(s) of witness (es) _____

Medical Treatment Required? Yes_____ No _____ Workdays Lost? Yes _____ No_____

Describe Injuries

_____

Describe Damage to Equipment _____

Describe how incident occurred _____

_____

_____

_____

What actions, events, or conditions contributed to this incident?

_____

_____

_____

_____

What could have been done to prevent this incident?

_____

_____

_____

Employee's Signature _____ Date _____

Supervisor's Report of Incident

Employee's Name_____ Employee Identification Number_____

Job Position/Title_____ Supervisor's Name_____

Date and Time of Incident_____ Location_____

Task being performed when incident occurred_____

Date/Time Incident Reported_____ To Whom? _____

Name(s) of witness (es) _____

Accident resulted in: Injury_____ Fatality_____ Property Damage_____

First Aid Given? No_____ Yes_____ Explain_____

Medical Treatment Required? No_____ Yes_____ Workdays Lost? No_____Yes_____

Estimate of damage to equipment_____

Describe how incident occurred _____

_____

_____

_____

What actions, events, or conditions contributed to this incident? _____

_____

_____

_____

What could have been done to prevent this incident?

_____

_____

_____

Employee's Signature _____ Date _____

Abuse of CEM Card **62-25.0**

Effective Date 7-1-99

Revision Date

I. PURPOSE

The Comprehensive Emergency Management (CEM) Card is issued to specific DFCM employees who will need to travel to DFCM managed facilities if an emergency occurs. The CEM card allows employees to access areas secured by law enforcement agencies that are not available to the public.

II. POLICY

CEM cards are State property. Cards shall be used to respond to emergency situations only. They shall be used in the performance of work related duties and not for personal purposes. CEM cards shall not be loaned or given to others. Violations of this policy shall result in corrective action.

Security Requirements for New Construction and Leased Buildings
62-26.0

Effective Date 7-1-99

Revision Date

I. PURPOSE

Security is a vital issue for state owned and leased buildings. To address security needs, the State Workplace Security Oversight Committee has developed standards for security in new construction and leased facilities. These standards are identified in the Division of Risk Management's *Security Recommendations for State Facilities.* The purpose of this policy is to detail the interaction between DFCM and the Division of Risk Management's Security Consultant to ensure that new construction and leased facilities meet necessary security standards.

II. POLICY

New construction, remodels, and leased facilities built or acquired after February 1, 1999 shall meet the security requirements as identified in the Division of Risk Management's *Security Recommendations for State Facilities*.

III. PROCEDURES

New Construction

1. Building security will be addressed in the initial needs statement.
2. Need statements will be reviewed by Risk Management's security specialist, who will verify the building classification and ensure that the minimum requirements are met.
3. Programming will incorporate the identified security requirements and identify specific security needs.
4. The security specialist will review and verify security features at the programming stage and recommend any changes required to meet security standards.
5. The security specialist will approve all completed construction plans.
6. Once the plans have been approved and construction is underway, the security specialist will periodically visit construction sites to verify that security features are installed and functioning correctly.

Telecommuting Policy **62-27.0**

Effective Date 7-1-99

Revision Date

A. Teleworkers

1. Employees do not necessarily have an obligation to continue in a telecommuting arrangement unless required as a condition of the job or stipulated at the time of employment. Teleworkers may withdraw from this option if management agrees to the terms of the withdrawal.
2. An employee must execute a telecommuting agreement to be eligible for this program.
3. Confidentiality of state information must be maintained in the telecommuting environment according to Administrative Rule R137-2. Unauthorized disclosure will subject the employee to penalties provided by law.
4. Telecommuting should not be viewed as a substitute for dependent care. Reasonable, casual interactions with others will occur but teleworkers may not be the primary source of dependent care during time for which compensation is received from DFCM.
5. Nothing in this policy precludes DFCM from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this policy.

B. Worksite

1. Teleworkers shall maintain a designated workspace within the home. Responsibility for maintaining the workspace as a safe place conducive to accomplishing job functions rests primarily with the teleworker.
2. The teleworkers designated workspace will be considered an extension of the state work space. The state's liability for job-related accidents will continue during the understood and approved work hours but will be limited to this work space rather than applying to all areas of the home. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the worksite and to complete any required forms.
3. Since telecommuting programs do not include personal customer contact or interaction with people on official business at the telecommuting worksite, the State does not cover injuries to third parties at the worksite.
4. If the telecommuting arrangement involves activities that must be cleared through zoning ordinances or home association regulations, the employee is responsible to comply and pay all required costs. The state will not be liable for damages to the employee's personal or real property while the employee is working at the telecommuting worksite unless damages are caused as a direct result of malfunctioning state-owned equipment.

Telecommuting Policy **62-27.0**

Effective Date 7-1-99

Revision Date

5. The state will not be responsible for any costs associated with using an employee's home as a telecommuting site such as maintenance, insurance, and utilities.
6. The employee will be responsible for investigating any individual tax implications resulting from using part of the home as a work space. In some circumstances, deducting the expenses of a home office may be possible. Employees should consult their tax advisor.

C. Management Rights

1. As a condition of a telecommuting program, the State may make reasonable site inspections during approved work hours to verify document confidentiality, equipment security, safe working conditions, program compliance or other work- related matters.
2. The employer may visit the work site to retrieve equipment and other State property in case of an employee's extended illness, termination, or retirement.

D. Employee Rights

Participation in a telecommuting program grants the same benefits and protections to teleworkers provided to workers at the State Office Building. This includes worker's compensation benefits, as well as defense and indemnification for claims against an employee arising out of his employment, as provided by the Utah Government Immunity Act.

E. Expenses

1. An employee who must receive business calls or transmit data regularly as a function of their job, will typically be authorized a separate telephone line or lines for business use which will be paid for by DFCM. Installation of telecommunications facilities and equipment must be ordered through DFCM. Costs of such facilities should be billed to DFCM and regularly reviewed by management. Teleworkers requiring only occasional communications will be expected to use their own telephone lines. Only the additional costs, if any, for business use of a personal line shall be reimbursed.
2. Employees must obtain supplies for use at the telecommuting work site from the primary office location. Generally, out-of-pocket expenses will not be reimbursed. Exceptions must be approved before any expenditure.

Telecommuting Policy **62-27.0**

Effective Date 7-1-99

Revision Date

3. The State Office Building, or another state-controlled facility, shall be designated as the teleworker's primary work location. Teleworkers will neither be reimbursed for travel miles nor receive compensation for time spent on the first commute to their primary work location on any given day. Teleworkers required by management to make additional trips to their primary work location during approved work hours will be eligible for expense reimbursement and compensation. Considering the appropriateness of the expense, other expenses reimbursed for similar non-telecommuting positions, and the overall budget.

F. State-Owned Hardware, Software and Other Equipment

1. DFCM shall provide only the PC hardware and software, communication facilities, and other ancillary equipment required to perform job functions successfully in a telework environment. Equipment shall be allocated according to need and availability. Telecommuting equipment may vary among individuals. In all cases, the equipment will conform to standards set by DFCM.
2. Equipment shall be issued for offsite use only with proper, signed documentation in place. The documentation shall identify the equipment by brand name, model name, serial number, and address location. The documentation shall also identify the responsible individual and shall be signed by the teleworker and the issuing employee.
3. All offsite equipment allocations and configurations shall be approved by section management in negotiation with Data Processing Services Group management.
4. All equipment and supplies remain the property of the state and must be used in accordance with the state's Acceptable Use Policy. Employees shall use all reasonable means to protect the state's property.
5. DFCM shall be responsible for upgrades, customization, licensing, and maintenance of hardware and software. Modifications may not be made without prior approval from the appropriate support group.
6. Employees shall promptly report any damage to or loss of state-owned equipment or software to their management.
7. Only hardware and software purchased, installed, and maintained or otherwise approved by DFCM will be supported by DFCM support organizations. Maintenance on state equipment will be provided on a carry-in basis only.
8. Furniture will not be supplied by the state, unless proscribed and approved by the immediate supervisor.
9. As stated in Administrative Rule R365-3-1, any software developed on state-owned computer equipment and/or on state time shall be the property of the State of Utah.

10. Persons who are not employed by the state shall not be allowed to use state-owned equipment unless approved by management.
11. If employees make nonstandard or unapproved hardware or software modifications to state-owned equipment or use their own or state-owned hardware or software in unauthorized ways or for unauthorized purposes, any problems or damage resulting from such modification or use shall be the responsibility of the employee. If state resources are required to resolve such a problem, the employee will be expected to reimburse the state's costs for labor, hardware, software, etc.
12. The employee is responsible for returning all equipment, supplies, work product, etc., used at the telecommuting work site upon request from the state, upon termination of participation in the telecommuting program, or upon termination of employment.
13. Internet services may be provided by the state for the employee if Internet access is integral to the employee's work related responsibilities. State-funded access to the Internet is to be used in accordance with the State of Utah's Acceptable Use Policy.

G. Employee-Owned Hardware, Software, and Other Equipment

Repairs to employee-owned equipment shall be the employee's responsibility.

H. Job Performance/Work Scheduling

1. FLSA rules apply to teleworkers. The amount of time an employee is required or allowed to work will not change due to participation in the telecommuting program. Management may require overtime work where needed. Overtime work must be approved by management. Approval should be obtained in advance.
2. Teleworkers and their management should maintain a balance between the teleworkers' scheduling needs and preferences and the needs of the business. A normal telework schedule shall be agreed to at the inception of the telework arrangement. Management must be informed of and agree to temporary or permanent changes to the normal work schedule.
3. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and supervisor according to guidelines and standards in the employee's performance plan.
4. Documented declines in performance may be grounds for canceling the telecommuting arrangement, disciplinary action or both.

Telecommuting Policy **62-27.0**

Effective Date 7-1-99

Revision Date

5. The employee must be available for contact during work hours agreed to by management. As much as possible, those who contact teleworkers should perceive no difference in responsiveness or service provided attributable to work location.

I. Employee-Manger Communications

1. The employee agrees to provide regular reports to help judge performance.
2. The employee and manager will agree on realistic time frames needed to accomplish assignments.
3. The employee and manager will agree on methods to communicate new assignments and progress reports on existing assignments.
4. The employee and manager will agree on required office meetings.

Space Heater Policy **6 2- 8.0**

Effective Date 9-17-01

Revision Date 12-01-05

I. PURPOSE

Personal space heater usage in an office environment increases the risk of fire and utility demand, as well as causes improper operation of the heating and air conditioning systems.

II. POLICY

The use of personal space heaters is not permitted in buildings managed by the Division of Facilities Construction and Management. Exceptions may only be made for individuals with medical related issues

III. PROCEDURE

A. Call DFCM for assistance in regulated building temperatures.
B. Adjust clothing by wearing sweaters and layered clothing if the space is too cold, or by wearing light weight clothing and short-sleeves if the area is too warm.
C. Adjust blinds on windows with a southern exposure by closing the blinds when direct sunlight is causing excessive heat in an office.
D. Exceptions may be made for Individuals with medical related issues that may require a more significant alteration in temperature or an alternative method of heating. This will be determined on a case by case basis and will require the approval of the DFCM Facilities Coordinator.

- The following are approved specifications and safety features for acceptable space heaters upon the DFCM Facility Coordinators approval.
  1 The heater shall not exceed 900 watts at its highest setting
  2 It shall have a self limiting element temperature setting for the ceramic elements
  3 It shall have a Tip over safety device
  4 Built in timer for hours of operation (time not to exceed 8 hours per setting)
  5 Programmable thermostat built into the space heater
  6 Overheat protection

Any environmental impacts that occur due to the use of any approved space heater are the responsibility of the occupying agency making the request.

All cost's associated with the purchase/replacement or installation of space heaters is the responsibility of the requesting agency.

No open element or metallic element heaters will be allowed in DFCM managed facilities.

Christmas Trees in State-Owned Buildings **62-29.0**

Effective Date 9-17-1996

Revision Date

I. PURPOSE

The Division of Facilities Construction and Management and the Division of Risk Management along with the State Fire Marshall's Office encourages agencies NOT to purchase live Christmas trees to be placed in their work areas. However, DFCM does recognize that certain traditions do exist with the Christmas holiday season.

II POLICY

If an agency purchases a live/fresh Christmas tree the agency must strictly adhere to the following:

1) State regulated public buildings include all places of assembly (50 or more occupants), school buildings (including all colleges and universities), all publicly owned buildings (city, county & state), hospitals, nursing homes, and all penal facilities. Sections 11.303 and 25.103 of the Uniform Fire code require all combustible decorations to be flame retardant.
2) Trees must be properly treated with a flame-retardant approved by the State Fire Marshal. (See Flame Retardant Listing). **The agency assumes full responsibility.**
3) Trees shall bear a tag stating:
   - Date of placement in the building
   - Type of flame-retardant used
   - Name of person who applied the fire-retardant
   - Name of person affixing the tag to the tree
   - Tags should be given by the vendor at the time of purchase
4) The supportive device that holds a tree in an upright position shall be of a type that is stable and that:
   - Does not damage or require removal of the tree stem base
   - Holds the tree securely and is of adequate size to avoid tipping over the tree
   - Is capable of containing a two-day minimum supply of water, covering the stem at least two inches, and the quantity specified in Table No. A-IV-B-1
5) Do not place Christmas trees in locations, which could obstruct exit ways. It is recommended that locations other than corridors or exit ways be used.
6) Prior to setting up a tree, the trunk shall have a fresh butt cut on a diagonal at least one inch above the original cut.

Christmas Trees in State-Owned Buildings **62-29.0**

Effective Date 9-17-1996

Revision Date

7) Use hot tap water when first filling a support stand, and do not allow the stand to become dry of water. The tree shall be removed immediately if a stand becomes dry.
8) Check the trees for dryness by the following method:
   Stand in front of a branch, grasp it with reasonable firm pressure and pull your hand toward your body, allowing the branch to slip through your grasp. If the needles fall off readily, the tree does not have adequate moisture content, and it shall be removed immediately.
9) All tree decorations must be non combustible or flame retardant. Candles and open flames are strictly prohibited.
10) Electrical decorations used on trees shall be UL listed in good condition without frayed wiring, loose connections or broken sockets. They must be used according to manufacturers' recommendations. Do not gang or plug together light strings beyond the manufacturers' recommendations, or plug extension cords together. Make sure the electrical circuits are not overloaded. If for some reason the manufacturers' operating and installation instructions are unavailable, assistance should be requested from the building engineer or the State Fire Marshal and/or the Division of Facilities Construction and Management.
11) Plug extension cords directly into a wall outlet. Do not gang or plug together cord after cord (piggy backing). Do not overload electrical circuits with too many lights or appliances. Do not use extension cords for permanent wiring, nor permanently attach to building surfaces or structural members.
12) Always turn off Christmas lights before leaving. Never leave lights on when no one is present.

Christmas Trees in State-Owned Buildings **62-29.0**

Effective Date 9-17-1996

Revision Date

DFCM encourages agencies to use artificial trees during the holiday season. If an agency purchases an artificial Christmas tree the following rules must be strictly adhered to.

1) Artificial trees shall be listed flame retardant by a nationally recognized testing laboratory (Underwriters Laboratory or equivalent). Evidence of this listing shall be kept for review by facility coordinator or facility management personnel (packaging, labels, tags, etc.).
2) The following retardants have been deemed acceptable by the Utah State Fire Marshal:

TREATMENT

Flame Stop IV
Flame Stop Inc.
P.O. Box 888
Roanoke, TX 76262
(817) 431-3747

Carco Fire Ban #4
Chemrite Corporation
12600 So. Daphne Avenue
Paramount, CA 90723
(231) 757-8203

Flamort-X
Flamort Chemical
746 Natoma St.
San Francisco, CA 94103
(415) 621-7825

Sentree Clear FR Coating
Hughes Paint Company
15501 S. Texaco Avenue
Paramount, CA 90723
(213) 633-1054

LOCAL DEALERS

Curtis Paint
546 South State Street
Salt Lake City, UT 84111
364-1933

FireMaster
1761 South 900 West #25
Salt Lake City, UT 84104
973-2122

Allied Development Company
Tree lots located from
Spanish Fork to Ogden
262-6411 (Murray)

Jordan Garden Center
7000 South State Street
Midvale UT 84047
255-1374

Weyerhauser Garden Supply
3756 West 1820 South
Salt Lake City, UT 84104
973-7514

The facility coordinator or the facility manager's personnel have the right to deem a tree unsafe and request that agency to remove the tree immediately if this policy is not strictly followed.

Compensation for On-Call Employees **62-30.0**

Effective Date 9-17-1995

Revision Date 10-11-2005

I. PURPOSE

To describe compensation for on-call employees.

II. POLICY

On-call employees will be compensated according to guidelines established by the Department of Human Resource Management.

III. PROCEDURES

A. For work on-call during a period of off work time, on-call compensation will accrue at a rate of one hour compensation for every twelve hours the employee is on-call.

B. When an on-call employee is called out to work, actual time will be accrued and compensated.

C. A minimum of one hour compensation will be given when an employee is called out to work.

D. Employees who work in excess of one hour while on-call will only be compensated for the actual time worked.

E. Response to incidental phone calls over a period of on-call hours will not be a basis for accumulation of one hour compensation for each phone call or computer access.

- Incidental phone calls are those that require no immediate action by the employee and do not require any response at that time
- These calls may be compensated on an accumulative basis; however the employee must log and keep track of each call. Compensation will only be based on actual accumulated time in 15 minute increments.

F. Non-exempt FLSA employees may not carry a beeper unless they are designated by their supervisor to be on-call.

G. Employees in an on-call status will be reimbursed mileage costs if called to work.

Shift Differential Compensation for Snow Removal Call-out **62-31.0**

Effective Date 1-23-2004

Revision Date 2-7-2006

I. PURPOSE

To describe compensation for employees who are called into work early for snow removal.

II. POLICY

Employees who are called into work more than one (1) hour prior to the beginning of their regular scheduled shift to respond for snow removal will be compensated twenty ($20) dollars per occurrence over and above their regular wages. All procedures listed below must be met to qualify.

III. PROCEDURES

A. Positions eligible for shift differential compensation are all temporary, grounds, and maintenance personnel, including supervisory positions. Facility coordinators are not eligible.

B. Employees must be called into work by their supervisor, or other employee designated by management, that results in the employee arriving to their designated work location at least one (1) hour prior to the start of their regular scheduled shift. Employees who are called, but arrive less than one (1) hour prior to their regular schedule are not eligible to receive shift differential compensation. Also, employees who voluntarily arrive early for their shift without being requested by their supervisor are not eligible.

C. When called in for snow removal under the conditions of this policy, the daily work shift will begin no sooner than when the employee arrives at their designated work location. Time responding to phone calls and travel time to work will not be charged as part of the daily work shift.

D. Full time employees who are eligible will record their time in Facility Focus as normal. Each facility coordinator will be responsible to track the days each employee was called early for snow removal on the "Snow Removal Call-out Tracking Form." This form will designate which day(s) the employee was called early for snow removal during the pay period. Temporary employees who do not enter time in Facility Focus will also be identified on this form. The "Snow Removal Call-out Tracking Form" will be signed and submitted at the end of each pay period.

E. All work scheduled and arranged for in advance is not eligible for shift differential compensation. In these situations, employees will be compensated in accordance with DHRM rules.

Wireless In-Building Signal Improvement Policy

Effective Date 3-26-07

Revision Date

I. PURPOSE

To establish acceptable policy and procedures regarding third party cell site locations and wireless in-building signal improvement systems allowable in state-owned buildings under DFCM jurisdiction.

II. POLICY

A. Private Wireless Site Location

It is the position of the DFCM not to allow private sector complete cell site locations in or on state-owned or leased office buildings or their immediate surrounding property. This policy is based upon:

- Visual impairment of the facility and grounds
- Physical space requirements
- Roof access and damage
- Accessibility to equipment
- Power consumption and billing issues
- Ongoing management and access issues
- Potential building security

B. In-building Signal Improvement Systems

In-building signal improvement systems such as Distributed Antenna Systems (DAS) will only be allowed in state owned and/or leased facilities to the extent the system benefits the state users and financial support is available. Specific needs assessment and approval will be required of tenant agency(s) making the request for signal improvement in a building. Approval of a DAS system design, installation and contracts will be required in writing from both DFCM and DTS. All costs associated with EQUIPMENT, INSTALLATION, OPERATION AND MAINTENANCE AND SERVICING of the DAS will be solely at agency or vendor expense.

Types of in-building systems allowed in order of preference are:

a) Vendor Neutral Distributed Antenna System (DAS) - Vendor neutral system is defined as capable of supporting multi-vendor, multi-frequency signal improvement on a single distributed antenna system within a given facility.

Wireless In-Building Signal Improvement Policy

Effective Date 3-26-07

Revision Date

b) Vendor Specific Distributed Antenna System (DAS) - Vendor specific system is defined as capable of supporting single-vendor, single-frequency signal improvement on a single specific distributed antenna system in a given frequency spectrum.

III. PROCEDURE

1. Tenant agency request submitted to DFCM or DTS for evaluation of signal strength or service coverage in a state occupied facility.
2. DTS to perform or coordinate the evaluation of signal strength/quality and coverage vs. tenant agency service needs.
3. Should results of signal evaluation warrant, DTS to perform or coordinate evaluation of DAS options and associated costs to meet the needs of the tenant agency(s) in the buildings.
4. Tenant agency, DFCM and DTS to determine the available space needs and location for the DAS system that meets the requirements of the tenant agency.
5. Upon final system approval by DFCM, DTS, and tenant agency, an "In Building Wireless Communications Agreement" must be completed, signed by tenant agency, DFCM and DTS and filed with DFCM.
6. Upon final system design acceptance and document approval by DFCM, DTS, and tenant agency, the DAS system must be installed in compliance with the approved criteria as follows:
   A. DAS electronic passive or active components must not impair the function or service of the building to tenant(s).
   B. DAS electronic passive or active components must maintain a visual obscurity.
   C. DAS electronic passive or active components must not damage ceiling systems to include suspension grids, integrity of suspension systems or visual integrity of the ceiling system.
   D. Any ceiling tiles damaged as a result of DAS installation or mounting must be replaced at the expense of the installation company during and/or removal of the DAS.
   E. DAS electronic passive or active components must not damage roof systems in any way. Any costs associated to correct or repair damage will be the responsibility of service provider.
   F. Connectivity of the DAS to a donor signal via existing common carrier entrance facilities as the preferred method of donor signal access for vendor systems.
   G. Power connectivity and agreed billing as defined in the "In Building Wireless communications Agreement".

Wireless In-Building Signal Improvement Policy

Effective Date 3-26-07

Revision Date

H. Cable installed to connect remote antennas to the DAS electronic passive or active components must be code compliant and installed in compliance to code to include support and or suspension of the cable.

7. If installed DAS system is ever removed from the building, it will be the responsibility of tenant agency/vendor to restore building to its original condition.

IV. Agreement Form

The attached agreement form shall be used except as modified by DFCM.

IN-BUILDING TELECOMMUNICATIONS AGREEMENT

This IN-BUILDING TELECOMMUNICATIONS AGREEMENT ("Agreement") is by and between State of Utah Department of Administrative Services, Division of Facilities Construction Management ("Customer"), and _____Wireless ("Company") authorized to do business in the State of Utah and with a registered agent in the State of Utah, for the installation and operation of wireless communications facilities ("Company installed equipment") at Customer's place of business, ____ address_____, Salt Lake City, Utah 84114 ("Premises"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose and Use. Customer has entered into a Master Customer Service Agreement ("Sales Agreement") with Company for wireless telecommunication service. The parties desire to supplement its wireless telecommunication service by having Company install and operate the Company installed service (signal enhancement) equipment described below on the Premises.

a. Allowed Use:

Customer grants Company the right to install, replace, upgrade, operate, maintain and repair the Company installed equipment, which shall be as described in Exhibit "A", together with all necessary or convenient appurtenances at the location described in Exhibit "A" and at reasonable times and methods allowed by the DFCM administrator. Customer hereby represents and warrants that Customer has all necessary rights and permissions from all necessary parties, including landlords, mortgagees, or property management companies for the placement of the Company installed equipment on the Premises. Exhibit "A" describes the type of equipment being installed, the location of the equipment, the connectivity of the equipment for service, the reasonably estimated power usage, as well as the start and completion dates of installation. The performance of services under this Agreement by Company shall not interfere with any use of the State of Utah of its facilities or grounds, as well as any other utility or services, current or future, provided to the State of Utah.

b. **Ownership**

Customer acknowledges that the Company is the sole and exclusive owner of the Company installed equipment, and Customer waives any and all rights, including lien rights, to the Company installed equipment. Notwithstanding this, Customer reserves the right to remove or shut down the Company installed equipment or work of Company under any emergency circumstance, necessity for the operation of the government of the State of Utah, or after Company fails to act after the expiration of a reasonable time period to provide the services contemplated by this Agreement. Customer shall provide Company 24 hours advance notice in order to allow Company to perform such removal, alteration, or shutting down of the Company's equipment, unless the emergency does not allow for such time period in the reasonable opinion of the Customer.

c. **As Is**

Customer makes no representations or warranties regarding the conditions of the State facilities, Company accepts the facilities "as is" and Company may perform reasonably tests of the work areas to assure itself that they can safely perform the work under this Agreement. Any such tests must be as customarily performed in the industry and must be during times approved by the Customer in advance of the times of entry and exiting of the Customer's facilities. Any such testing shall be at Company's sole expense. Any disturbance of Customer's facilities or any damage resulting from such tests, including to anyone for whom Customer may be liable, shall be promptly remediated by Company in accordance with practices customary in the industry and also subject to paragraph (6) of this Agreement, "Hold Harmless/Indemnification.

1. Term

This Agreement shall continue for a period of two (2) years (the "Term"), provided however that Customer or Company may terminate at any time if the Sales Agreement is terminated, or if Company fails to provide the services contemplated by this Agreement or if the terms of this Agreement cannot be met for any period exceeding seven (7) days after notice. In the event of such termination, Company shall remove its Company installed equipment within thirty days following termination, at a time mutually agreeable with the DFCM coordinator

and shall remove such equipment in such a manner as to protect the property of the State of Utah as well as person(s) and shall reimburse the State of Utah for any actual and reasonable expenses incurred by the State of Utah for reparations due to such removal. This Agreement may continue after the Term if agreed to by the State of Utah – DFCM coordinator as a result of negotiations and a new agreement signed with DFCM. The Customer shall not be obligated in any way to continue this Agreement at any time after the Term without an agreement to an extension in writing with provisions acceptable to the DFCM Coordinator. Notwithstanding any other provision of this Agreement, this Agreement shall terminate after thirty days notice delivered to Company from Customer if such termination is necessary due to the Utah Legislature, State building board, DFCM, or any other authorized State entity makes a determination through legislation, resolution or other action, that the Building or facility be sold, remodeled, or demolished at some time in the future, upon making such determination by the Utah Legislature, this Agreement shall automatically terminate unless a new agreement is entered into by the DFCM Coordinator.

3. Access

Company shall have access to, over and across a portion of the Premises to enable Company to exercise its rights hereunder, including, egress and telecommunication and utility connections to and from the Company installed equipment provided that Company must inform the DFCM coordinator in advance of such access and that such access and work pursuant thereto must be done in a manner to create the least amount of disturbance to governmental business and must comply with reasonable time limitations placed by the DFCM Coordinator in order to minimize or eliminate such real or potential disturbances. Such allowed access is described in Exhibit "A." The names of all personnel shall be identified in advance to the DFCM Coordinator and the Coordinator may impose any security requirements necessary for the Building, grounds and facilities.

4. Utilities

Company shall have the right to connect up electrical power for the Company installed equipment as described in Exhibit "A" from a mutually agreed upon source on or about the Premises, and Customer shall have the right to bill the Company for such electrical usage and

15 percent administration costs above such usage, which bill shall be paid within 30 days of being received by Company. Company shall install, connect and maintain telecommunication lines on the Premises at Company's expense and shall include any such ongoing monthly cost being borne by the Company.

5. Hold Harmless/ Indemnification

Company agrees to defend, indemnify and hold the other harmless Customer from claims, causes of action, demands or other liability, including environmental remediation claims (collectively "Claims") arising from the indemnifying party's wrongful acts or negligence on or about the Premises, including anyone for whom the indemnifying party is liable for, except to the extent such Claims are due to the negligence or wrongful acts of the indemnified party, its employees, agents or independent contractors at any tier. This indemnification shall survive the termination of this Agreement. Nothing in this agreement shall waive the Customer's rights under the Utah Governmental Immunity Act or any applicable statute of limitation or repose. Notwithstanding this paragraph or any other provision of this Agreement, any approval, implied or express, or allowance, implied or expressed, by Customer or any other person or entity of an action or activity to be undertaken by Company shall not be considered as a negligent or wrongful act of Customer for any purpose of this paragraph or under this Agreement.

6. Independent Contractor

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Company has the ability to control and direct the performance and details of its work, the Customer being interested only in the results obtained under this Agreement.

7. Standard of Care

The services of Company, its employees or anyone for whom Company may be liable, if any, shall be performed in accordance with and judged solely by the standard of care exercised by members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the services or work that is the subject of this Agreement.

The Company shall be liable to the Customer or the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims to the extent caused by acts, errors or omissions that do not meet this standard of care.

8. Laws, Codes and Regulations

Company and its employees or anyone for whom Company is liable shall comply with all applicable laws, codes, rules, regulations, ordinances and quality requirements applicable to any work under this Agreement.

9. Customer, Director or State of Utah Reviews, Limitations

The right of the Customer, the DFCM coordinator, and State entity or person, or any entity/user to perform reviews, other reviews and/or comment upon the work of the Company, as well as any approval by the Customer or DFCM Coordinator, shall not be construed as relieving the Company from its professional and legal responsibility for services required under this Agreement. No review by the Customer, the DFCM Coordinator or any entity/user, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by the Customer, the DFCM Coordinator or the State of Utah of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the Company shall be and remain liable to the Customer or State of Utah in accordance with applicable law for all damages to the Customer or State of Utah caused by the Company's wrongful acts, errors and/or omissions, including anyone for whom the Company may be liable.

10. Discrimination and Sexual Harassment

Pursuant to the laws of the State of Utah, the Company, or any person acting on behalf thereof, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin or in any manner that would violate the American with Disabilities Act (ADA). To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The Company or anyone for whose act Company may be liable, shall not

act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

11. Notice

All notice pursuant to this Agreement shall be in writing and be delivered via next day business delivery by a nationally recognized overnight carrier to the address set forth below under the respective party's signature.

12. Miscellaneous

a. This Agreement, including Exhibit "A" attached and incorporated by reference as is fully stated herein, constitutes the entire agreement and understanding of the parties, and supersedes all offers and negotiations. There are no representations or understandings of any kind not set forth herein.

b. Any amendments to this Agreement must be in writing and executed by both parties. Each party covenants and warrants to the other party that it has the full right, power and authority to execute this Agreement.

c. Subject to written approval of Customer, which approval may not be unreasonably withheld, Company may assign this Agreement to a parent, subsidiary or affiliate of Company or to an entity that is merged or consolidated with Company or acquires a controlling ownership interest in Company, upon notice to Customer.

d. This Agreement shall be construed in accordance with the laws of the State of Utah. Venue for any legal proceeding shall be in Salt Lake County, State of Utah. Prior to the filing of any litigation, the parties shall engage in a good faith mediation or expert report alternative dispute resolution process in an effort to amicably resolve the dispute.

e. In the event of litigation, the substantially prevailing party shall be entitled to reasonable attorney fees and costs.

f. Each party, including the person signing this Agreement, hereby represent that they are duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2007.

CUSTOMER:

DFCM
STATE OF UTAH

By:

Date: _____
Its: Facilities Director for DFCM

Address: 4110 State Office Building
Salt Lake City, Utah 84114

COMPANY:

_____ Wireless,
_____ address,
dba _____Wireless

By:

Date: _____
Its: Company Representative - Network

Address:

Attn:

Approved as to Form:
Date_____ 2007
Alan S. Bachman
Assistant Attorney General

Reviewed by DTS Representative:

_____
Title:
Date:

Exhibit A

Facility or State of Utah Building Name

Exhibit A shall include the following documents:

1. Proposal and Scope of Work Document consisting of:
    a. System Description
    b. Detailed interconnect diagram
    c. Equipment description to include location of proposed equipment::
        i. Mount type: 1) 19" mounting Rack may be required *supplied and installed by the company*.
        ii. Wall mount type *supplied and installed by the company*.
        iii. Volume of Equipment type in a given location *supplied and installed by the company*.
        iv. Location of Antenna and/or Access points in the facility *to be supplied and installed by the company*.

2. Detailed Bill of Materials
    a.