

EMPLOYEE POLICY HANDBOOK

COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

February 27, 2009

ACKNOWLEDGEMENT OF RECEIPT OF THE COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT'S EMPLOYEE POLICY HANDBOOK

This acknowledges that I have received a copy of the Copper Mountain Consolidated Metropolitan District's Employee Policy Handbook, dated February 27, 2009 and I understand:

- **Employment with the District is at-will. I have the right to end my work relationship with the District at any time for any reason with or without advance notice. The District has the right to end my work relationship with the District at any time for any reason with or without advance notice.**
- **The language used in this Handbook and any verbal statements of management are not intended to constitute a contract of employment, either expressed or implied, nor are they a guarantee of employment for a specific duration.**
- **The Handbook is not all-inclusive, but is intended to provide me with a guide to the resolutions, laws, and policies applicable to my employment.**
- **This edition replaces all previously issued Handbooks. The need may arise to change the guidelines described in this Handbook, the District, therefore, reserves the right to interpret the guidelines or to change them without prior notice.**
- **No representative of the District other than the District Manager has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the District Manager and myself. We have not entered into such an agreement.**

I understand that it is my responsibility to read and become familiar with this Handbook's contents. I agree to abide by the above, as a condition of my employment, as well as all written policies, rules, and regulations that are in effect or that may become effective during my employment.

Printed Name: _____

Signature: _____

Date: _____

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**EMPLOYEE POLICY HANDBOOK
COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT**

**SECTION 1.0
INTRODUCTION**

1.10 DISCLAIMER

THE POLICIES, PROCEDURES, PLANS, AND OTHER MATTERS CONTAINED IN THIS EMPLOYEE POLICY HANDBOOK DO NOT REPRESENT AND SHALL NOT BE CONSTRUED TO VEST ANY EMPLOYEE OF THE COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT (“DISTRICT”) WITH ANY RIGHTS ARISING FROM ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT.

1.20 EFFECTIVE DATE

The Effective Date of this Employee Policy Handbook is February 27, 2009.

1.30 PURPOSE AND SCOPE

1.31 This Employee Policy Handbook is designed and intended to inform employees of the District’s position on basic employment related matters of general applicability. The Handbook is not intended to be all inclusive, but it does address general employment related topics which are most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The District expects that the policies and procedures outlined herein will ordinarily be followed and uniformly applied to all employees of the District.

1.32 The policies in this handbook are not intended to supersede the District’s resolutions or other local, state, or federal laws. In the case of any conflict between these policies and such resolutions or laws, the more restrictive provisions, or those provisions imposing the higher standard of conduct, shall govern.

1.33 The policies contained in this Employee Policy Handbook supersede prior District policies. Department Heads and Supervisors may establish additional policies, rules, and guidelines specific to the operations of their department, subject to approval by the District Manager, and employees are expected to comply with such supplemental departmental policies. In general, where a departmental policy conflicts with a policy contained in this Employee Policy Handbook, the more restrictive policy, or the policy imposing the higher standard of conduct, shall govern. All policies contained herein shall be administered in accordance with federal and state laws, and any changes in federal or state laws shall determine appropriate changes to the policies and procedures contained herein, and the requirements of such laws shall be implemented in accordance with the effective date of the law(s) regardless as to whether or not the law’s provisions have been incorporated herein.

1.34 Any matter not specifically covered by this Handbook shall be administered by the Department Heads and Supervisors in a manner not inconsistent with this Handbook, District resolutions, and Local, State and Federal law.

1.40 RIGHTS AND DUTIES OF THE APPOINTING AUTHORITY

1.41 The following District employees are Appointing Authorities with respect to this Employee Policy Handbook and its implementation within their respective District job duties and responsibilities:

- * District Manager with respect to the Director of Cable Services, District Clerk-Treasurer, Fire Chief, and Public Works Director;
- * Director of Cable Services with respect to subordinate employees of the Cable Television Department;
- * District Clerk-Treasurer with respect to subordinate employees of the Clerk-Treasurer’s Office;
- * Fire Chief with respect to the subordinate employees of the Fire Department, including volunteers; and
- * Public Works Director with respect to the subordinate employees of the Water and Sanitation Department.

1.42 Except as otherwise provided for in the District’s resolutions, these policies, or other applicable laws, rules or regulations, the Appointing Authority, subject to confirmation of the District Manager or the District Board of Directors (“District Board”), as appropriate, shall have and retain all rights to administer matters pertaining to employees of the District including, but not limited to:

- a. Hire, promote, demote, discipline, discharge, classify, reclassify, transfer, retire, assign, lay off, and recall employees;

- b. Evaluate each employee's skill, ability, efficiency, and general performance;
- c. Determine the starting and quitting times, and the number of hours to be worked for each employee;
- d. Revise, eliminate, combine, or establish jobs and job classifications;
- e. Establish, abolish, reduce, or expand the operation of any facility, department, or division;
- f. Reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service;
- g. Privatize or contract for services;
- h. Introduce new, improved, or modified services, methods, techniques and equipment;
- i. Generally manage the operation of and direct the workforce;
- j. Establish selection procedures for employment with the District;
- k. Prepare and revise from time to time a job position classification plan and allocate or reallocate each position to its proper place within said classification plan for consideration and adoption by the District Board;
- l. Annually prepare a pay schedule establishing the compensation and benefits for each position of employment for consideration and adoption by the District Board;
- m. Establish and maintain the official personnel file for each employee, and such additional records, forms and procedures as may be necessary or appropriate to facilitate personnel administration;
- n. Prepare modifications of any or all plans, policies, procedures, or other matters contained in this Handbook at any time, including alteration or termination of any benefits provided to employees for consideration and adoption by the District Board;
- o. Operate the District consistent with its legal authority; take steps it deems necessary to maintain the efficiency and safety of District operations; and determine the District's budget, staffing levels, and service activities;
- p. Hire and fire "at-will" any subordinate employee of the District; and
- q. Perform such other duties as prescribed by the District Manager or the District Board.

1.50 EMPLOYMENT "AT WILL" POLICY

Employment with the District is "at will." Any employee may be terminated with or without cause, a statement of reason(s), notice, or a hearing, just as any employee may resign at any time, for any reason. Nothing in this Handbook is intended to modify the District's "at will" employment policy. No representative of the District other than the District Manager has the authority to enter into any agreement of employment for any specified period and such agreement must be in writing, signed by the District Manager and employee.

1.60 EQUAL EMPLOYMENT OPPORTUNITY POLICY

1.61 The District is an Equal Opportunity Employer. The policies and procedures contained in this Handbook, including hiring, employment, promotion, and job termination practices, are to be applied without regard to any person's race, religion, creed, color, sex, sexual orientation, age, national origin, marital status, or disability, subject to reasonable requirements of the District as may be permitted by law. The District will provide reasonable accommodations as provided for in the Americans with Disabilities Act for applicants and employees with disabilities.

1.62 The District Manager shall serve as the Equal Employment Opportunity Officer to implement the District's Equal Employment Opportunity Policy.

SECTION 2.0
EMPLOYMENT PROCEDURES

2.10 APPOINTING AUTHORITY

The Appointing Authority shall be responsible for the administration of employee selection matters in accordance with this Handbook. The responsibilities of the Appointing Authority shall include, but not be limited to, the following duties:

- a. To approve the hiring, promotion, demotion, or transfer of each employee under their direct or indirect supervision.
- b. To cause to be prepared job descriptions for each position of employment, and to review and amend such descriptions from time to time.
- c. To ensure that no person is hired or promoted into any position of employment unless the position and the compensation therefor have been provided for and authorized in the District's pay plan and budget.

2.20 JOB VACANCIES AND NOTICES

2.21 If the Appointing Authority determines that a vacancy exists and is to be filled, the Appointing Authority shall first consider whether or not to fill such vacancy by promotion or transfer from within the District's current employee or volunteer roster prior to advertising the position vacancy to persons outside the District's employment or volunteer roster. Any decision to fill a vacancy from within the District's current employee or volunteer roster shall be subject to the approval of the District Manager.

2.22 If the Appointing Authority or District Manager determines that a position vacancy is not to be filled from within the District's current employment or volunteer roster, the Appointing Authority shall cause the vacancy to be announced by at least one publication in a newspaper of general circulation in the District, by posting, and by such additional methods of notification as deemed appropriate by the Appointing Authority. All position vacancy announcements shall include a statement that the District is an Equal Opportunity Employer.

2.30 APPLICATION FOR EMPLOYMENT

2.31 All persons wishing to apply for District employment must complete a District Employment Application form, which must be submitted, together with other application materials, to the District on or before the submittal deadline specified by the Appointing Authority in the job vacancy announcement.

2.32 Applicants for District employment may be disqualified for further consideration for employment when any of the following conditions exist:

- a. The applicant does not meet, in the judgment of the Appointing Authority, the minimum qualifications for the job as set forth in the job description;
- b. The applicant, in the judgment of the Appointing Authority, has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check or other investigative means;
- c. The applicant has provided false information in the application or, in the judgment of the Appointing Authority, has otherwise acted deceptively during the selection process; or
- d. The applicant fails to respond in a timely manner to contacts made or messages left by the District.

2.40 SELECTION PROCESS

2.41 In consultation with the District Manager, the Appointing Authority shall conduct examinations, which may consist of such written tests, practical demonstrations, personal interviews, oral boards, or any portion or combination thereof, as determined necessary and appropriate by the Appointing Authority to evaluate the applicants fairly and objectively. In the case of selecting a Department Head, the District Manager shall act in consultation with the District Board throughout the advertising and selection process, but the District Manager shall retain the authority and duty to select and hire the applicant best qualified for the position to be filled.

2.42 Applicants who have not been disqualified by reason of any circumstances described in Section 2.32 of this Handbook shall be notified of the date, time and place at which such examination(s) shall be conducted. If the field of qualified applicants exceeds 3 persons, the Appointing Authority may narrow the field of applicants to not less than 3 applicants for the purpose of conducting said employment examinations.

2.43 At the conclusion of the selection process, the Appointing Authority shall establish a prioritized list of eligible applicants who are qualified for appointment to the vacant employment position for confirmation by the District Manager and from which the Appointing Authority may fill the position. In negotiating

starting compensation, the Appointing Authority is not authorized to exceed starting compensation in excess of 105% of the ENTRY COMP amount specified for the appropriate job classification. If negotiations will exceed the authorized limit, the Appointing Authority may continue such negotiations, but the final negotiated starting compensation amount shall be strictly subject to final approval by the District Manager.

If the position becomes vacant within 1 year of concluding the subject application and selection process, the Appointing Authority may fill the position, without further notice or examination, from the prioritized, established list of eligible applicants.

2.44 The Appointing Authority may establish such procedures as determined necessary or appropriate to ensure the integrity of the examination process, and to assure the fair rating of all applicants participating in the examination process.

2.45 If the Appointing Authority requires a pre-employment physical examination in order to demonstrate an applicant's ability to perform all duties of the position applied for and/or to demonstrate an applicant's ability to take any required pre-employment physical agility, strength, and endurance tests required by the Appointing Authority, a physical examination may be required only after the position is offered to the applicant, contingent upon a favorable medical report relative to the applicant's ability to faithfully perform all duties of the position, including pre-employment physical agility, strength, and endurance testing. Any medical examination required herein shall be performed by a medical doctor selected by the Appointing Authority and paid for by the District.

2.46 If the Appointing Authority requires pre-employment physical agility, strength and endurance testing in order to demonstrate an applicant's ability to perform all duties of the position applied for, the applicant shall be subject to such testing only after the Appointing Authority receives the medical doctor's report which favorably concludes that the applicant is in a physical condition which allows the applicant to perform all duties of the position applied for and to proceed with the physical agility, strength, and endurance tests associated with the selection process for the position applied for.

2.50 APPOINTMENTS

2.51 Following the examination and evaluation of applicants, the Appointing Authority shall cause an offer of employment to be made to the applicant who, in the opinion of the Appointing Authority, is the top-rated applicant for the vacant position.

2.52 If mutually acceptable conditions of employment cannot be negotiated with the top-rated applicant, such applicant shall be disqualified for further consideration for the position and an offer of employment may, in the Appointing Authority's sole discretion, be made to the Appointing Authority's next highest-rated applicant. Failure by an applicant to accept an offer of employment within twenty-four hours following an applicant's receipt of such offer shall be deemed a refusal of such offer by the applicant unless the Appointing Authority extends the employment acceptance period. The Appointing Authority may re-initiate the job advertising and selection process at any time during the process.

2.60 INTRODUCTORY EMPLOYMENT PERIOD

2.61 There shall be a minimum 1040 work hour introductory employment period for 40 hour per week employees or 1460 hours for 56 hour per week employees following each appointment to any position. During this introductory period, the employee shall be classified as an "introductory employee" and will undergo orientation, training as deemed appropriate, and evaluation by the employee's supervisor. Introductory employees may be let go at any time, with or without cause, with or without notice. Introductory employees shall not accrue Paid Time Off during their introductory employment period. An introductory employee shall accrue Paid Time Off only after satisfactory completion of their introductory employment period. Upon successful completion of the introductory employment period, the employee shall begin to accrue Paid Time Off. An introductory employee may draw holiday leave and sick leave against anticipated Paid Time Off to be accrued following completion of their introductory employment period. Upon completion of the introductory employment period, the amount of Paid Time Off accrued shall be calculated retroactively to the first day of employment and adjusted for any holiday leave and/or sick leave taken by the employee during their introductory employment period. If an introductory employee quits or is discharged from employment during their introductory employment period, all anticipated Paid Time Off drawn by the introductory employee for holiday leave and/or sick leave purposes shall be reimbursed to the District, deducted from the introductory employee's paycheck, or both as is

necessary to recover Paid Time Off compensation paid to the introductory employee. Upon successful completion of the introductory employment period an employee shall be considered a “regular employee”.

- 2.62 An employee who is promoted to a higher job position shall be subject to a minimum 1040 hour introductory employment period for 40 hour per week employees or 1460 hour introductory employment period for 56 hour per week employees following the effective date of promotion. During this introductory period, the employee shall be classified as an “introductory employee” and will undergo orientation, training as deemed appropriate, and evaluation by the employee’s supervisor; introductory employees, by reason of promotion, shall have the right to go back to the job position they held prior to being promoted, provided any employee hired to fill the position they were promoted from is still in their introductory employment period. Introductory employees, by reason of promotion, shall accrue and may use Paid Time Off during their introductory employment period in accordance with the provisions of this Employee Policy Handbook. Upon successful completion of the introductory employment period an employee shall be considered a “regular employee”.
- 2.63 Classification of an employee as a “regular employee” is not intended to alter the “at will” status of the employment relationship. It is intended to simply distinguish such employee(s) from temporary and introductory employees.
- 2.64 An employee’s introductory employment period may be extended for an additional 1040 work hours for 40 hour per week employees or 1460 hours for 56 hour per week employees at the discretion of the Appointing Authority.
- 2.70 NEPOTISM
- 2.71 A relative of an employee shall not be considered for employment by the District in circumstances where:
- a. One relative directly or indirectly would exercise supervisory, appointment, or disciplinary authority over the other relative;
 - b. One relative would audit, verify, receive, or be entrusted with moneys received or handled by the other relative; or
 - c. One relative has access to the District’s confidential information, including personnel records.
- 2.72 For the purposes of this section, “relative” shall mean persons related to each other in the following circumstances: mother, father, sister, brother, spouse, children, grandparents, grandchildren, step-parents, step-children, sister-in-law, brother-in-law, aunts, uncles, nephews, or nieces, including other persons to whom an employee is related by a special relationship which is similar in nature to any of the aforementioned (i.e. two person living together as man and wife even though they are not legally married).
- 2.73 If, after February 23, 2007, employees become relatives after employment with the District and any of the above circumstances exist or will exist, the District Board shall review the situation to determine whether or not one of the related employees shall be separated from employment. If the District Board determines that it is not mandatory that one of the related employees be separated from employment, the Board may attach conditions and/or restrictions on either one, or both, of the employees in order to mitigate or avoid the circumstances outlined in Section 2.71 above. If the District Board determines that one of the related employees must be separated from employment, the affected employees may choose the person to be discharged from employment; however, if no agreement can be reached by the affected employees, the Appointing Authority shall decide.

SECTION 3.0

GENERAL EMPLOYMENT MATTERS

3.10 WORKWEEK, WORK HOURS, AND PAYROLL PERIOD

3.11 The established workweek for the District is a calendar week beginning at 12:00 a.m. Sunday morning and ending 12:00 a.m. the following Sunday morning unless otherwise authorized by the District Board. The Fire Department, with the approval of the District Board, may establish a different work period and work hours under this Section 3.10 for fire prevention employees (i.e., FLSA Section 7(k) exempt employees).

3.12 All employees of the District are expected to observe work hours as necessary for the efficient transaction of business and the effective provision of work services. Employees of the District shall observe work hours as established by their respective Appointing Authority and approved by the District Manager. All District employees are expected to work their assigned schedule as established by their respective Appointing Authority unless work shifts are traded and authorized, or paid leave is authorized.

3.13 The established payroll period for the District consists of two workweeks, with payroll being issued no later than the last working day of the week following close of a payroll period. Time records, for payroll purposes, shall be submitted to the District Administration Office no later than 3 calendar days following the close of the second workweek comprising the payroll period. Fire operation employees shall maintain and submit work time records, for payroll purposes, in accordance with the payroll period specified in this Section.

3.14 All employees are expected to be punctual in reporting to work. If an employee will be absent from the workplace, the employee shall notify their supervisor of such prior to being absent from the workplace. If such notice is not possible, the employee shall notify the District Administration Office of their absence from the workplace as soon as practicable.

3.15 Part-time employees have regularly scheduled work hours of less than 30 hours per week. Part-time and temporary employees shall observe work hours as established by their respective Appointing Authority. Part-time and temporary employees are not eligible for full-time employee benefits.

3.20 CONDUCT AND APPEARANCE

The District expects that each employee will make their best efforts to excel in the conduct and performance of their job duties, including but not limited to:

- a. Conducting themselves appropriately in a tactful, courteous, and cooperative manner towards all persons with whom they have dealings and in a fashion that does not reflect unfavorably upon the District;
- b. Dressing appropriately for their jobs and in a fashion that does not reflect unfavorably upon the District;
- c. Maintaining a workplace that is reasonably clean and orderly;
- d. Avoiding the appearance or actuality of any conflict of interest as defined in State Statutes;
- e. Avoiding the conduct of private business, including any fund raising activities not directly associated with District business, in the workplace;
- f. Minimizing personal visits and phone calls during business hours; and
- g. Abiding by lawful personnel guidelines, District policies, and supervisory instructions or directives.

3.30 OUTSIDE EMPLOYMENT

Employees of the District may accept outside employment provided that:

- a. There is no conflict with District work hours as established by the Appointing Authority;
- b. There is no interference with District job duties, responsibilities, or performance;
- c. There is no additional expense effected, directly or indirectly, to the District as a result of such outside employment; and
- d. There is no actual or apparent conflict of interest, for either the District or the employee, resulting from the employee's acceptance of outside employment.

3.40 USE OF DISTRICT PROPERTIES

3.41 Property, equipment, vehicles, or any other items of value – which may include the shops, tools, telephones, computers, and supplies – owned and/or controlled by the District shall not be used by employees for personal purposes unless authorized pursuant to this Section. In general, the Appointing Authority may utilize District properties, and the Appointing Authority may authorize District employees

to utilize District properties, for personal purposes provided that the District suffers no expense, loss, inconvenience, or other adverse consequence as a result of such use and such use does not constitute the operation of a private business.

3.42 Property, equipment, vehicles, or any other item of value owned and/or controlled by the District shall not be loaned, leased, or otherwise given out for use to any outside entity, person, contractor, or other party without the express approval of the District Manager.

3.43 No employee shall remove District property or the property of any other employee from District premises without proper authorization.

3.44 Any employee using District property shall do so in accordance with all applicable rules, operating procedures, directives, laws, and licensing requirements. Any employee using District property shall be fully responsible for the condition and proper use of such property.

3.50 PERSONAL PROPERTY

In general, employees should not bring personal tools and properties to the workplace. If an employee will be using personal property in the course of their work, they must file an itemized list of such properties with their supervisor. If the employee desires to have such personal property covered against loss under the District's property insurance policy, the employee must submit an itemized list of such properties to the District Manager for inclusion; however, the District Manager is under no obligation to authorize the inclusion of such personal properties under the District's property insurance policies. In the absence of such notification and authorization, the employee is at risk in the event of any damage or loss of such personal property.

3.60 PURCHASES

All purchases made on behalf of a department or office of the District shall be made in accordance with the requirements of State law and procedures established by the District Board. Employees shall not order or purchase any items or services for personal use by either themselves or others through the District, even if reimbursement is contemplated, unless authorized in advance by the District Manager.

3.70 PERSONNEL RECORDS

3.71 The District will keep and maintain each employee's official personnel record in the District Administration Office. Appointing Authorities are authorized to keep and maintain supplemental employee records in their respective offices.

3.72 No employee or official of the District shall provide any information concerning an employee's employment status or personnel record, excepting an employee's beginning and ending dates of employment and the position(s) the employee held with the District.

3.73 No documents shall be released from a personnel record, except as required by the Open Records Act, without a written request from the employee designating the documents to be released; the person or entity to whom the release is to be made; and indemnifying and holding harmless the District from any liability, claims, and demands related to such release.

SECTION 4.0

PERSONNEL POLICIES AND PROCEDURES

4.10 GENERAL POLICY

- 4.10.1 The District expects all of its employees to act in the best interests of the District and all its constituents. It is the responsibility of all employees to observe all rules, policies, operating procedures, and directives of the District. The District further expects that each of its employees will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the District or described in this Handbook are not meant to be all inclusive, but rather address some common and serious potential problems.
- 4.10.2 The type of discipline to be imposed for an employee's infraction of the employer-employee relationship as defined in this Handbook shall be that which the Appointing Authority deems appropriate under the circumstances. The inclusion of disciplinary behavior in this Handbook does not limit, and shall not be interpreted to limit, in any way, the imposition of disciplinary action by the Appointing Authority for other types of behavior or for any other reason(s).

4.20 GENERAL SAFETY POLICIES

4.21 SAFETY COMMITTEE

- 4.21.1 The Appointing Authorities of the District shall act as the District's Safety Committee, excepting that any Appointing Authority may authorize another departmental employee to serve in their place on the Safety Committee. The Safety Committee shall be responsible for recommending safety rules for employees, training employees as regards safety issues, reviewing safety and accident incidents, investigating reported safety hazards in the workplace, and coordinating safety related issues with the applicable insurance provider for the District.
- 4.21.2 The Safety Committee may establish safety rules, and employees are expected to be knowledgeable of and comply with such rules. Disobeying a safety rule may result in a reduction of any workers' compensation benefits that might otherwise be available to an employee who suffers a work related injury or illness.
- 4.21.3 The District Manager shall act as the District's Safety Officer. The Safety Officer shall coordinate with members of the Safety Committee to investigate accidents, to inspect work environs to identify safety hazards, and to implement corrective action to mitigate safety hazards in the workplace.
- 4.21.4 Appointing Authorities may establish safety committees and assign safety officer duties within their departments. Such departmental committees and officers shall have the rights, authorities, and duties provided for in this Section 4.20 to act within their department's work environs. Appointing Authorities shall keep the District's Safety Officer apprised of any safety issues in their departments, including the occurrence of any accidents.
- 4.22 Employees are encouraged to think "safety" during the course of their day-to-day work activities. Employees shall report any observed safety hazards in the workplace to their supervisor, if applicable, or to any member of the Safety Committee as soon as practicable after identifying the hazard. The supervisor shall investigate the reported safety hazard and initiate corrective action, if warranted, as soon as practicable after being informed of the alleged safety hazard. Any member of the Safety Committee who receives a report of a safety hazard shall inform the appropriate Appointing Authority of the reported safety hazard for corrective action, if warranted, as soon as practicable after receiving notice.
- 4.23 Employees shall not operate defective equipment or tools if there is any significant danger to the health, well being, or life of the operator or other persons in the workplace.
- 4.24 Employees shall properly utilize personal protective equipment (i.e. safety glasses, gloves, safety shoes, hard hats, etc.) if required or appropriate to the work being performed.
- 4.25 Employees shall not operate equipment or use tools for which appropriate training has not been received. Untrained employees shall notify their supervisor and obtain training on the proper use of any unfamiliar equipment or tools prior to using such equipment or tools.
- 4.26 Proper trenching and excavation practices will be followed by employees involved in such operations.
- 4.27 Proper confined space entry practices shall be followed by employees involved in such operations.

- 4.28 Work zone protection practices shall be followed when work is performed in any public right-of-way.
- 4.29 Employees traveling in the course of their employ are required to wear seat belts, if available, while traveling, unless otherwise exempted by the Appointing Authority.
- 4.30 ACCIDENTS, INJURIES, AND ILLNESSES POLICY
- 4.31 Any employment-related accident involving any injury, illness, or property damage must be reported to an employee's supervisor, if applicable, or the District Manager by each employee involved in or witnessing the accident. Such report shall be made as soon as possible after the incident.
- 4.32 Under the Workers' Compensation Act of Colorado, a work-related injury or illness must be reported to the Employer within 4 working days of the incident causing injury or illness. Failure to report any injury or illness within this statutory time period may result in a reduction of any workers' compensation benefits that might otherwise be available to an employee who suffers a work related injury or illness.
- 4.33 Employees who incur a job related injury or illness which requires emergency medical attention should obtain such emergency treatment from the nearest available medical facility, medical care provider, or emergency care provider, as appropriate to the injury or illness.
- 4.34 To the extent practicable, the injured employee will be reinstated to their employment position upon their return from leave for an employment-related injury or illness. Where the operations of the District permit, light work duty may also be available to facilitate a return to work by the injured employee. In order to be eligible for light work duty, the injured employee must submit a written statement from the attending medical provider that authorizes the employee to return to work and that specifies any work or other physical limitations that the patient must abide by in order to avoid further injury, and the Appointing Authority must agree, though he is under no obligation to do so, to permit the light work duty schedule in that it does not effect significant, additional operational costs to his department's approved budget in order to accommodate the light work duty schedule and still provide the necessary level of services his department is obliged to provide.
- 4.35 The District Board has selected, by resolution, a specific medical care provider(s) to act as its Designated Medical Provider for all work-related injuries and illnesses. Under emergency conditions, employees may seek medical services from the most convenient source available; however, following the provision of emergency care, the medical care and treatment of the employee shall be transferred to the District's Designated Medical Provider. If emergency care is provided by a Designated Medical Provider and the employee desires to transfer follow-up care to another named Designated Medical Provider, the employee may cause the follow-up care to be so transferred.
- 4.40 SEXUAL HARRASMENT POLICY
- 4.41 It is the policy of the District that all employees are entitled to work in an environment free of sexual harassment. Sexual harassment will not be tolerated. A prompt investigation of all claims and complaints of sexual harassment will be undertaken, and effective and appropriate corrective action will be taken when determined to be warranted based on the investigation.
- 4.42 Unwelcome sexually-related conduct, including sexual advances, requests for sexual favors, or other physical, verbal, written, or visual conduct of a sexual nature constitutes sexual harassment when:
- a. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - b. Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting that individual; or
 - c. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
- Examples of conduct which may constitute sexual harassment include, but are not limited to: pinching; grabbing; fondling; propositioning; making either explicit or implied job threats or promises in return for submission to sexual favors; making sexually-oriented comments on appearance or physical features; telling sexually-oriented stories or jokes; and display or circulation of sexually-oriented pictures or photographs. Sexual harassment refers to conduct that is persistent, unwelcome, and personally offensive to the person who is subject to or an observer of the conduct.
- 4.43 Any employee who believes they are being subjected to sexual harassment should inform the person responsible for the offending conduct that such conduct is unwelcome and that such conduct must stop

- immediately; or, in the alternative, the offended employee may inform their supervisor, department head, District Manager, or any member of the District Board of the situation, as the employee chooses, and such official so informed shall meet with the person responsible for the offending conduct and advise the offending person that such conduct is unwelcome and must stop immediately. If the offending behavior persists, the employee being subject to sexual harassment should inform the District of the sexual harassment by notifying their immediate supervisor, the Appointing Authority, the District Manager, or any member of the District Board of the situation, as the employee chooses. This notification may be in the form chosen by the employee, but it is encouraged that all such notices be in writing.
- 4.44 No employee shall be subjected to reprisal or retaliation for making a complaint of sexual harassment, and the employee should immediately report any incidents of reprisal, retaliation, or harassment which occur subsequent to making such a notification.
- 4.45 Upon complaint, the person receiving the complaint shall notify the District Manager, or the President of the Board if the Manager is the offending party, and an investigation will be undertaken promptly as directed by the District Manager or District Board, as is appropriate. To the extent possible, complaints and investigations will be handled in a confidential manner. Corrective action shall be taken, if warranted, after the investigation is complete. The employee who filed the complaint will be informed as to the results of the investigation.
- 4.46 An employee's refusal to submit to sexual harassment will not adversely affect the employee's employment, performance evaluation, pay, advancement, assigned duties, or any other condition of employment.
- 4.50 DRUG AND ALCOHOL POLICY
- 4.51 The District is a drug-free workplace as required by the Drug-Free Workplace Act of 1988, and it is both the District's and each employee's responsibility to maintain such an environment. The District prohibits the use, sale, distribution, or possession of alcohol, illegal non-prescription drugs, or controlled substances in the workplace, excepting that this policy shall not be construed to prevent the use, sale, distribution or possession of alcohol to persons during District sanctioned events in accordance with the law, or the possession and use of alcohol in private residential quarters during off duty time periods. Exceeding the recommended dosage for over-the-counter drugs or the dosage prescribed by a medical doctor for prescription drugs is prohibited. In addition, no employee is permitted to report for duty while impaired by or under the influence of alcohol or drugs, and any employee who so reports to work shall be immediately relieved of their duties and required to leave the workplace – such absence from the workplace being treated as unscheduled leave. If the impaired employee is driving, the employee's supervisor shall instruct the employee not to drive and the supervisor shall attempt to make arrangements for the employee to be driven home by an unimpaired driver. The supervisor may consult with the District Manager's Office before deciding these questions.
- 4.52 District employees are prohibited at any time from operating District vehicles or equipment when under the influence of alcohol, drugs or medications which may cause drowsiness and/or reduced mental alertness or physical coordination. Any employee, who works in a potentially hazardous environment, performs a potentially hazardous activity, and who is taking any drug or medication which is known or which states on the label that it may affect or impair judgment, alertness, or coordination, must notify their supervisor of the same before starting to work. The supervisor should decide whether or not to allow an employee so affected by drugs or medication to remain at work, and if the employee remains at work, what work restrictions should be imposed. The supervisor may consult with the District Manager's Office before deciding these questions.
- 4.53 Any employee found to be illegally using drugs or to be impaired by drugs or alcohol on-the-job shall be subject to corrective and/or disciplinary action.
- 4.60 WORKPLACE VIOLENCE POLICY
- 4.61 The District will not tolerate violence in the workplace. Employees are entitled to a work environment free of harassment, intimidation, verbal abuse, improper physical contact, stalking, insults, threats, and any other form of violence.
- 4.62 Any employee, who experiences any of the foregoing, whether from a member of the public, a co-worker, a supervisor, or other person, should report the same promptly to a supervisor, Appointing Authority, District Manager, or any member of the District Board, as the employee chooses.

- 4.63 No employee shall be subjected to a reprisal or retaliation for filing such a complaint; the employee should immediately report any incidents of reprisal, retaliation, or harassment which occur as a result of making such a notification.
- 4.64 Upon complaint, the person receiving the complaint shall notify the District Manager, or the President of the Board if the District Manager is the offending party, of the complaint, and an investigation will be undertaken promptly. To the extent possible, complaints will be handled in a confidential manner.
- 4.65 Disciplinary and/or corrective action will be taken when determined to be warranted pursuant to the findings of the investigation. If it is determined that any employee's conduct violates the District's workplace violence policy, the employee shall be subject to corrective and/or disciplinary action. The complaining employee will be notified of the results of the investigation.
- 4.70 CONFLICT OF INTEREST POLICY
 District employees shall not place their personal or business interests above the best interests of the District or the District's constituents. Accordingly, in addition to any other prohibitions established by law, rule, or regulation, employees of the District shall not:
- a. Engage in a substantial financial transaction for private business purposes with a person whom they inspect or supervise in the course of their official duties;
 - b. Take any official action directly and substantially affecting their economic benefit, a business, or other undertaking in which there is a substantial financial interest or business arrangement;
 - c. Disclose or use confidential information acquired in the course of their official duties to further personal financial interests; or
 - d. Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties, or which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken. This section shall not be interpreted to mean that employees cannot attend dinners, parties, or similar social or business events, paid for by a non-District entity, when such events do not improperly influence an employee in the discharge of their public duties and do not constitute a reward for action taken in the course of their public duties.
- 4.80 DISCIPLINARY ACTION
- 4.81 The following list is not exhaustive as regards reasons for which an employee may be disciplined. Employees may be subject to discipline for any circumstances considered inappropriate by the Appointing Authority. In addition to any other conduct described in this Handbook, the following conduct may result in disciplinary action, up to and including discharge, as deemed appropriate by the Appointing Authority:
- a. Failure to follow any policies contained in this Handbook;
 - b. Inadequate job performance, incompetence, or inefficiency;
 - c. Failure to obey any proper directive issued by an authorized District official;
 - d. Excessive use of unscheduled leave;
 - e. Frequent or habitual work absences or tardiness, including failures to inform the supervisor in accordance with Section 3.14 of this Handbook;
 - f. Possession of firearms in District buildings or vehicles without the authorization of their respective Appointing Authority to bring or possess firearms on such District properties;
 - g. Encouraging any employee of the District to violate any Federal, State, Local, or District law, rule, regulation, policy, or directive;
 - h. Negligent or careless conduct endangering the safety or well being of other persons;
 - i. Refusing to comply with any lawful rule, regulation, policy, or order;
 - j. Using abusive language or unbecoming conduct towards other persons;
 - k. Negligent or willful damage, destruction, waste, or misuse of public property;
 - l. Conviction of a felony crime which involves moral turpitude or which affects the employee's ability to perform a job function;
 - m. Providing false, misleading, or inaccurate information on an employment application, payroll record, time report, or other District document(s) or investigation(s);
 - n. Violation of the District's Conflict of Interest Policy;
 - o. Misusing District funds;
 - p. Theft or unauthorized removal or use of public property;
 - q. Working unauthorized overtime;

- r. Loss of any license, certificate, or other credential required for the performance of a job responsibility;
 - s. Violation of the District's Drug and Alcohol Policy;
 - t. Violation of the District's Workplace Violence Policy;
 - u. Violation of the District's Sexual Harassment Policy;
 - v. Violation of the District's Safety Policy or other safety rules, practices, or directives;
 - w. Failure to report an accident;
 - x. Releasing confidential information of the District except as required or authorized by law;
 - y. Engaging in any unauthorized interruption of work;
 - z. Filing any frivolous grievance complaint; and
 - aa. Any other activity which is not compatible with good public service practices.
- 4.82 Disciplinary actions may include, but are not limited to, the following:
- a. Oral warnings or reprimands;
 - b. Written warnings or reprimands;
 - c. Suspension with or without pay;
 - d. Probationary employment;
 - e. Demotion; or
 - f. Discharge.
- 4.90 GRIEVANCE HEARING
- 4.91 A grievance is a material complaint regarding perceived poor working conditions; alleged violation(s) of the District's employment policies, practices, or procedures; perceived unjust administration of employment policies; or any other employment related matter that is perceived to be injurious to an aggrieved employee or official of the District. Any employee or official who is dissatisfied with the administration of employment policies or in any other way feels aggrieved by the conditions of the workplace may file a written request for a grievance hearing with their Appointing Authority, the District Manager or any member of the District Board, as the filing party chooses. Such request for a grievance hearing shall be filed within 10 working days of the time the employee or official knew or should have known of the action or incident giving rise to the grievance. Such notice must be specific in nature, detailing the complaint which is being brought to the District for consideration, the grounds on which the grievance is based, and how the alleged incident conflicts with this Handbook, or other District law, rule, regulation, resolution, policy, or common decency (including a specific legal reference to, or other description of, the policy or provision on which the grievance is based).
- 4.92 Once a request for a grievance hearing is received, the receiving party shall forward the grievance, together with all attachments thereto, within 2 working days to the District Manager (except in situations where the District Manager is unavailable or named in the grievance, the request shall be forwarded to the President of the Board) for scheduling purposes. The party receiving a grievance request should contact the District Manager to schedule the hearing before the appropriate District official(s); if the grievance involves a claim of wrongful discharge from employment or wrongful action by the District Manager, the grievance shall be scheduled before the District Board. The District Manager shall have 5 working days to arrange a hearing before the Appointing Authority, the District Manager, the President of the Board, or the District Board, as is appropriate under the circumstances of the complaint, and to notify all parties involved in the grievance as to the hearing's scheduled time and place. The hearing shall be held within 15 working days of the date the request is first received by a District official. The time periods specified herein shall be adhered to unless the submitting party agrees to an extension of the time period(s).
- 4.93 A grievance hearing shall be conducted at the scheduled time and place. The Appointing Authority, the District Manager or the President of the Board may conduct and continue the hearing in a manner as appropriate to the nature of the grievance and as necessary to afford a fair hearing to the parties involved. If the grievance hearing is scheduled before the District Board, the District Board shall conduct the grievance hearing in a quasi-judicial manner, with the District Manager, the District's Attorney, or other knowledgeable District official, as selected by the District Board, aiding and advising the Board throughout the grievance hearing process including, but not limited to, any investigative, hearing, or decision-making processes. Following the presentation of relevant testimony and evidence, the hearing authority shall, after due consideration, issue a written decision concerning the grievance. The decision of the District Board is final.

4.94 No employee who honestly testifies at a hearing shall be subject to any disciplinary, retaliatory, harassing, intimidating, or other improper actions by any employee or official of the District due to the fact that they offered such testimony.

SECTION 5.0
COMPENSATION AND BENEFITS

5.10 RATES OF PAY AND PAY ADJUSTMENTS

Employees shall be paid in accordance with the District's adopted Job Classification and Compensation Schedule and the terms and conditions specified in Employment Notice forms or special agreements applicable each to respective employee. All changes which affect an employee's compensation shall become effective on:

- a. The first day of January of each calendar year for annual wage adjustments approved by the District Board during the annual budgeting process; or
- b. The first day of the payroll period following a promotion, demotion, or merit increase unless otherwise authorized by the District Manager in his approval action.

5.20 COMPENSATION FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK

5.21 FLSA EXEMPT POSITIONS

5.21.1 The following positions are classified as exempt staff positions under the Fair Labor Standards Act:

- a. Assistant Fire Chief
- b. District Clerk-Treasurer
- c. Director of Cable Services
- d. District Manager
- e. Fire Chief
- f. Public Works Director

5.21.2 Due to the nature of the work duties of the job positions listed in Section 5.21.1 and the administrative relationship of the job position to the District's operations, the employees working in such job positions are not eligible for overtime compensation under the Fair Labor Standards Act. At times it may be necessary for exempt employees to work overtime, and when such overtime work is authorized by the Appointing Authority, an exempt employee shall be granted Administrative Leave for accumulated overtime hours accrued at the rate of one-hour of Administrative Leave for every hour worked over 40 hours per week. Regardless of how much overtime is accumulated, the use of Administrative Leave shall not exceed 80 hours per calendar year. Accrued Administrative Leave shall not be granted in excess of the amount of accumulated overtime and shall not be compensable in-lieu of utilization. Accrued, unused Administrative Leave may be carried over to the next calendar year. The use of accrued Administrative Leave shall be subject to approval by the Appointing Authority pursuant to the provisions of Section 5.44.2.

5.22 FLSA NON-EXEMPT POSITIONS

5.22.1 The following positions are classified as non-exempt staff positions under the Fair Labor Standards Act:

- a. Administrative Assistant
- b. Cable Technician
- c. Chief Plant Operator
- d. Code Compliance Officer
- e. Custodian
- f. Fire Battalion Chief
- g. Fire Captain
- h. Fire Engineer
- i. Fire Fighter
- j. Fire Lieutenant
- k. Fire Paramedic
- l. Facility Maintenance Supervisor
- m. Utility Plant Operator-In-Training
- n. Utility Plant Operator

Unless otherwise specified in the Job Description or in the Employment Notice of Hire, all other job positions with the District, existing now or created in the future, are considered to be non-exempt staff positions under the Fair Labor Standards Act.

5.22.2 If any non-exempt employee of the District, excepting fire prevention employees, works authorized hours of more than 40 hours in a workweek, such employee shall be entitled to either overtime compensation,

paid at one-and-a-half times the employee's normal hourly wage for each hour worked as overtime, or compensatory leave, granted at one-and-a-half hours of leave time for every hour worked as overtime. The use of accrued compensatory leave shall be subject to approval by the Appointing Authority pursuant to the provisions of Section 5.44.2.

- a. Non-exempt employees are not to work outside the established 40 hour workweek. The only time work is allowed in excess of the 40 hour workweek is if prior approval is granted by the employee's supervisor or if the employee responds to a District emergency situation outside normal working hours. When an employee's hours worked will exceed 40 hours per week, the employee's regular workweek schedule shall be adjusted, if possible, hour-for-hour in order to avoid the accumulation of overtime hours. If this is not possible, then the employee shall be compensated for approved overtime work hours either by overtime compensation or by compensatory leave. No non-exempt employee shall work more than 160 overtime hours in any calendar year, without the express approval of the District Manager.
- b. No non-exempt employee hereunder shall accrue more than 240 hours for compensatory time. If total compensatory time hours exceed 240 hours for any non-exempt employee, any overtime hours worked which would accrue compensatory time in excess of 240 hours shall be paid to the employee no later than the end of the payroll period following the period in which the limit was exceeded. The Appointing Authority reserves the right to require employees to use any compensatory time hours accrued at times specified by the District, as compensatory time off.
- c. No non-exempt employee overtime shall be worked or compensated unless approved by the supervisor in accordance with the following conditions:
 - i. If an employee is required to respond to an emergency situation outside their normal work schedule, the employee shall immediately inform their supervisor no later than the following day about the emergency situation, and the employee and the supervisor shall determine the number of work hours, if any, that the employee will be granted for such work.
 - ii. If an employee is required to work any non-emergency hours outside their normal work schedule, such work must be approved by their supervisor prior to the employee performing the work, and the supervisor shall determine the maximum number of hours that can be worked by the employee prior to the employee being authorized to work such hours.

5.22.3 Non-exempt fire protection employees (i.e. Fire Fighter, Fire Paramedic, Fire Engineer, Fire Lieutenant, Fire Captain, and Fire Battalion Chief,) shall be considered as Section 7(k) exempt employees under the Fair Labor Standards Act. Such 7(k) exempt employees shall work a "tour of duty" as adopted by the District in accordance with the FLSA provisions applicable to 7(k) exemption employees.

If any 7(k) exempt employee of the District works authorized hours of more than the applicable number of hours specified for their work period, such employee shall be entitled to either overtime compensation, paid at one-and-a-half times the employee's normal hourly wage for each hour worked as overtime, or compensatory leave, granted at one-and-a-half hours of leave time for every hour worked as overtime. The use of accrued compensatory leave shall be subject to approval by the Appointing Authority pursuant to the provisions of Section 5.44.2.

No 7(k) exempt employee hereunder shall accrue more than 480 hours for compensatory time. If total compensatory time hours exceed 480 hours for any 7(k) exempt employee, any overtime hours worked which would accrue compensatory time in excess of 480 hours shall be paid to the employee no later than the end of the payroll period following the work period in which the limit was exceeded. The Appointing Authority reserves the right to require employees to use any compensatory time hours accrued at times specified by the District, as compensatory time off.

No non-exempt employee overtime shall be worked or compensated unless approved by the supervisor in accordance with the following conditions:

- i. If a 7(k) exempt employee is required to respond to an emergency situation outside their normal work schedule, the employee shall immediately inform their supervisor no later than the following day about the emergency situation, and the employee and the supervisor shall determine the number of work hours, if any, that the employee will be granted for such work.
- ii. If a 7(k) exempt employee is required to work any non-emergency hours outside their normal work schedule, such work must be approved by their supervisor prior to the employee performing

the work, and the supervisor shall determine the maximum number of hours that can be worked by the employee prior to the employee being authorized to work such hours.

- 5.22.6 No compensatory leave may be granted in advance of a non-exempt employee having accrued the necessary compensatory leave time, excepting that compensatory leave accrued during a payroll period may be used in that same payroll period.

5.30 EMPLOYEE BENEFITS

5.31 All employees of the District shall receive the following benefits:

- a. Social Security or FPPA Benefits, as is appropriate, and Medicare Benefits in accordance with the provisions of law;
- b. Workmen's Compensation Benefits in accordance with the provisions of law; and
- c. Unemployment Compensation Benefits in accordance with the provisions of law.

5.31.1 All full time, regular employees shall receive, in addition to the above, the following benefits in accordance with the financial and benefit policies as adopted and amended from time to time by the District Board:

- a. Paid Time Off in accordance with Section 5.40 of this Handbook;
- b. Short Term Disability Leave in accordance with Section 5.50 of this Handbook;
- c. Jury Duty Leave in accordance with Section 5.60 of this Handbook;
- d. Military Leave in accordance with Section 5.70 of this Handbook;
- e. Membership in the District's group medical, dental, vision, disability, life insurance, and associated programs; and
- f. Membership in the District's retirement program.

5.32 Employee benefits are governed by Federal and State law, rules, and regulations and other policy factors which are beyond the control of the District. As such, the terms, conditions, and costs of such employee benefits may change and vary from year-to-year, and the District Board reserves the right to modify, amend, and/or delete any and all employee benefit plans as necessary to comply with the provisions of Federal or State laws and/or to comply with the policies and/or practices of the District, and/or to meet the financial needs of the District as determined from time-to-time by the District Board.

5.40 PAID TIME OFF

5.41 PURPOSE OF PAID TIME OFF

In recognition of the varying work schedules of District employees, and each employee's diverse needs for time away from work, the District provides a general leave policy of Paid Time Off for its full-time, regular employees. Paid Time Off shall not be accrued by introductory employees. Paid Time Off shall be accrued by regular employees to use for approved vacation leave, holiday leave, medical leave, funeral leave, maternity leave, or for any other approved leave of absence from the workplace as determined by the Appointing Authority. Paid Time Off leave is provided for the purpose of allowing eligible employees personal time away from the workplace and work duties without suffering a reduction in their normal pay for their normal work week or work period. Paid Time Off leave may not be used for any authorized Leave of Absence Without Pay, for disciplinary suspensions without pay, or for any unauthorized absence from the workplace. Introductory employees may use Paid Time Off during their introductory employment period in accordance with the provisions of Section 2.60 of this Handbook; if an introductory employee utilizes Paid Time Off for authorized holiday or sick leave purposes and is later discharged from or terminates employment prior to expiration of their introductory employment period, such employee shall reimburse the District the full value of the holiday and sick leave paid and/or the District may deduct the full value of the paid holiday and sick leave from the employee's final paycheck. Employees shall be eligible to take accrued Paid Time Off upon the accrual of the same and the approval of the employee's supervisor. Paid Time Off may not be used prior to its accrual, excepting that Paid Time Off accrued during a payroll period may be used to cover any shortfall, wholly or partially, in employee compensation for that same payroll period.

5.42 PAID TIME OFF ACCRUAL AND BUY-BACK PROVISIONS

5.42.1 Temporary and part-time regular employees do not accrue Paid Time Off. Introductory and regular full time employees with a budgeted work week of 40 hours shall accrue Paid Time Off on an hourly accrual rate based on an annual work schedule of 2080 work hours, excluding overtime hours, each year in accordance with the following schedule:

<u>YEAR OF SERVICE</u>	<u>HOURLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
1 st thru 5 th	0.1250 hours	260 hours
6 th thru 10 th	0.1375 hours	286 hours
11 th thru 15 th	0.1500 hours	312 hours
16 th thru 20 th	0.1625 hours	338 hours
Over 20	0.1750 hours	364 hours

Paid Time Off for 40 hour per week employees includes vacation and all types of personal leave, sick leave, and holiday leave. A maximum of 520 Paid Time Off hours can be accrued hereunder

- 5.42.2 Temporary and part time 7(k) exempt employees do not accrue Paid Time Off. Introductory and regular full time 7(k) exempt employees shall accrue Paid Time Off on a hourly accrual rate based on an annual work schedule of 2928 work hours, excluding excess overtime hours, each year in accordance with the following schedule:

<u>YEAR OF SERVICE</u>	<u>HOURLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
1 st thru 5 th	0.0888 hours	260 hours
6 th thru 10 th	0.0987 hours	289 hours
11 th thru 15 th	0.1086 hours	318 hours
16 th thru 20 th	0.1185 hours	347 hours
Over 20	0.1284 hours	376 hours

Paid Time Off for 7(k) exempt fire operation employees includes vacation and all types of personal leave, sick leave, and holiday leave. A maximum of 520 Paid Time Off hours can be accrued hereunder.

- 5.42.3 Paid Time Off accruals shall increase to the next level on the first day of the payroll period following an employee's anniversary date of employment. Paid Time Off accrual shall continue during time periods when the employee is on paid authorized leave. Once an employee reaches the Maximum Accrual limit, the employee stops accruing any additional Paid Time Off until their accruals are reduced to below the specified Maximum Accrual level. When an employee reaches their Maximum Accrual limit, such employee may reduce accrued hours by either using accrued Paid Time Off or by payment at the same rate of exchange as specified for the employee pursuant to "Percentage Paid for Excess Hours" under Section 5.45 below; however, employees desiring to exercise this buy-back option may not reduce their Paid Time Off balance below a minimum level of 100 hours for 40 hour per week employees, or 140 hours for 7(k) exempt employees.

5.43 DISTRICT HOLIDAYS

Employees shall have any holiday leave charged against Paid Time Off in accordance with this section. Holidays, excepting holiday(s) actually worked, that shall be charged against Paid Time Off shall be as follows:

- a. New Year's Day, the First of January;
- b. Martin Luther King Day, the third Monday of January;
- c. Presidents' Day, the third Monday of February;
- d. Memorial Day, the last Monday of May;
- e. Independence Day, the Fourth of July;
- f. Labor Day, the first Monday of September;
- g. Veterans Day, the Eleventh of November;
- h. Thanksgiving Day, the fourth Thursday of November;
- i. The Day after Thanksgiving;
- j. One-half Day on Christmas Eve Day;
- k. Christmas Day, the Twenty-fifth of December.

When a holiday falls on a Saturday, the holiday may be observed on the preceding Friday; if such holiday falls on a Sunday, the holiday may be observed on the following Monday, provided that the District Manager may authorize some other holiday schedule under special circumstance. All employees who are entitled to Paid Time Off, who are scheduled to work on a holiday, and who observe a designated holiday, in whole or in part, shall charge an appropriate number of hours for the holiday hours actually taken, against their accrued Paid Time Off. Employees who are entitled to Paid Time Off and are required to

work on a District holiday, in whole or in part, shall be paid for hours actually worked on the holiday, and the employee shall charge the difference between their normally scheduled work hours and the hours actually worked on the holiday against accrued Paid Time Off in order to avoid a reduction in their normal pay for the pay period.

5.44 USE OF PAID TIME OFF

5.44.1 Employees who are eligible for Paid Time Off may charge hours not worked, due to any reason other than a Leave of Absence Without Pay, disciplinary suspension without pay, or an unauthorized absence from the workplace, against accrued Paid Time Off.

5.44.2 Scheduled leave is leave time for which the employee has supervisory approval of prior to taking time off from work. To be considered scheduled leave, the request must be submitted in advance of the use of the leave to the supervisor, and the supervisor must have a real option of denying or rescheduling the leave to another date. The District will specify when time off shall be taken in the case of scheduled leave. The scheduling of time off shall be at the discretion of the supervisor based upon operational considerations. Every effort will be made to accommodate the employee's requested dates for Paid Time Off.

5.44.3 Unscheduled leave is leave time for which the employee does not have supervisory approval of prior to taking time off from work. Leave time will be considered to be unscheduled when the employee is unable to report to work due to unforeseen personal reasons and the supervisor, even though the employee calls to notify the supervisor of their absence from the workplace, has no option to deny or reschedule the leave time to another date. Employees failing to notify their supervisor of their absence from the workplace and employees failing to verify the need for unscheduled leave to the satisfaction of their supervisor shall not be paid for an unscheduled absence as Paid Time Off. Excessive use of unscheduled leave or failure to report absences in accordance with the provisions of Section 3.14 of this Handbook may subject the offending employee to disciplinary action.

5.45 PAYMENT FOR PAID TIME OFF AT SEPARATION FROM EMPLOYMENT

Upon separation, regular 40 hour employees will be paid for accrued and unused Paid Time Off according to the following schedule:

<u>YEAR OF SERVICE</u>	<u>MAXIMUM HOURS PAID AT FULL RATE</u>	<u>PERCENTAGE PAID FOR EXCESS HOURS</u>
1 st thru 5 th	128	10%
6 th thru 10 th	154	20%
11 th thru 15 th	180	30%
16 th thru 20 th	206	40%
Over 20	232	50%

Upon separation, regular 56 hour employees will be paid for accrued and unused Paid Time Off according to the following schedule:

<u>YEAR OF SERVICE</u>	<u>MAXIMUM HOURS PAID AT FULL RATE</u>	<u>PERCENTAGE PAID FOR EXCESS HOURS</u>
1 st thru 5 th	128	10%
6 th thru 10 th	157	20%
11 th thru 15 th	186	30%
16 th thru 20 th	215	40%
Over 20	244	50%

Paid Time Off which has been accrued above the specified Maximum Hours Paid At Full Rate, up to the maximum accrual level of 520 hours, shall be paid to the employee upon separation at the rate specified in the Percentage Paid for Excess Hours column above. Payment shall be made at the employee's base rate of pay, excluding overtime and/or any temporary pay upgrades or bonuses.

If an employee has more than 20 years of service with the District and the employee is retiring, the Percentage Paid for Excess Hours, up to the maximum accrual level of 520 hours, will be 75%. If an employee has more the 25 years of service with the District and the employee is retiring, the Percentage Paid for Excess Hours, up to the maximum accrual level of 520 hours, will be 100%. If an employee has more than 5 years of service with the District and the employee is separating from employment for any reason other than discharge for cause pursuant to Section 4.80 herein, the Employee may enter into a

special agreement with the District to receive payment for all accrued PTO under a structured payment plan in accordance with this Section 5.45 and the District's then current payroll policies and practices, provided that such structured payment schedule does not exceed 3 months from the effective date of job separation and the employee agrees that they are not be entitled to accrue any PTO or receive any employee benefits after the effective date of job separation.

If on February 23, 2007 an employee had accumulated Paid Time Off hours under the previous policy and such hours have a termination value greater than what is specified above, such hours shall be documented in such employee's records and such hours shall be compensable at 33% or 50%, whichever is appropriate, at the time of termination, provided the employee does not reduce such accrued hours by use or buy-back prior to termination. Paid Time Off accrued in excess of an employee's accumulated Paid Time Off hours at the time of the adoption of this Handbook, shall be payable upon termination at the appropriate percentage rate specified in the above schedule.

5.46 **EMERGENCY DONATION OF ACCRUED, UNUSED PAID TIME OFF**

On a case-by-case basis, for medical emergencies only, employees will be permitted to donate accrued but unused Paid Time Off to other full-time District employees subject to the following restrictions:

- a. The donation of such time shall be strictly voluntary;
- b. The donation of such time shall be approved by the District Board; and
- c. The donation of such time shall be documented in writing by the employee making the donation to the District Administration Office so that proper adjustments can be made to the leave records of the employee making the donation and the employee receiving the donation.

5.50 **SHORT TERM DISABILITY LEAVE**

5.51 The District will pay 60% of a full time, regular employee's base wages for regularly scheduled work hours in the event an employee becomes totally disabled due to an illness or accident which is not otherwise covered by Workmen's Compensation; and the employee does not have any accrued Paid Time Off or Compensatory Leave time. This disability payment will be computed on a payroll period basis; a partial payroll period of total disability will be prorated on the basis of the number of days of total disability times 1/14 of the payroll period benefit amount. Short term disability benefits are payable starting on the first day of total disability or injury, provided the employee has exhausted all accrued Paid Time Off and Compensatory Leave time. Benefits will continue during the Short Term Disability Period, excepting that no Paid Time Off shall accrue during the time period the employee is receiving total disability payments hereunder, provided the employee continues to be totally disabled and the employee is under the regular care and attendance of a physician. The Short Term Disability Period shall end on the date Long Term Disability payments become payable to the employee under any Long Term Disability Insurance Policy applicable to the employee, the condition of total disability ends, or the lapse of eighteen (18) weeks from onset of total disability, whichever is less, for each period of total disability. Two periods of total disability will be considered to be one period unless:

- a. The employee returns to full time work for at least two weeks in a row between the two periods; or
- b. The later period is due to an illness or injury which is entirely unrelated to the causes of the prior disability period and the second illness or injury began after the employee had returned to work on a full time basis.

5.52 The District shall require the employee to provide continuing proof of total disability and regular attendance of a physician in order to be eligible for total disability benefits. The District may require the employee to be examined by a physician of the District's choosing in order to substantiate a claim of total disability, or continuing total disability, pursuant to this Section 5.50. If the employee abuses this disability leave provision by not returning to full duty or light duty as soon as possible after an accident or illness that initiated the disability period, the employee may be dismissed from employment with the District.

5.53 The District may replace the disabled employee during the Short Term Disability Period, provided the replacement is a temporary job assignment that lapses upon the disabled employee's return to full duty on or before the end of the Short Term Disability Period. This provision shall be interpreted to mean that the disabled employee has a right to return to full employment in the same capacity as prior to the disability period, provided he is still able and qualified for the job position. If the disabled employee is not able or qualified to return to full employment at the end of the disability period, the disabled employee may be dismissed from employment with the District.

- 5.54 Benefits will not be paid for any total disability:
- a. when the employee is receiving Worker's Compensation benefits;
 - b. when the employee still has accrued Paid Time Off or Compensatory Leave time;
 - c. during which time the employee is not under the care of a physician;
 - d. during which time the employee is engaged in any kind of work for wage or profit;
 - e. that results from any act of war, declared or undeclared;
 - f. that results from voluntary participation in an assault, felony, insurrection, or riot; or
 - g. that results from an intentional, self-inflicted injury.

5.60 JURY DUTY LEAVE

Regular employees shall not lose compensation while serving on jury duty in a court proceeding provided that any payment received by the employee for jury duty is surrendered in full to the District. If compensation received for jury duty is not surrendered in full to the District, the employee shall be paid a maximum of fifty dollars (\$50.00) per day for the first three days of jury duty and no compensation shall be paid for jury duty for the fourth day and thereafter. In such cases, the employee may draw compensation against Paid Time Off or Compensatory Leave in accordance with the provisions of Section 5.44 of this Handbook.

5.70 MILITARY LEAVE

In accordance with Sections 28-3-601 through 28-3-608, C.R.S., any employee of the District who is a member of the national guard or any other component of the military forces of the state organized or constituted under state or federal law or who is a member of the reserve forces of the United States, organized or constituted under federal law is entitled to leave of absence from his employment without loss of pay, seniority, status, vacation, sick leave, or other benefits for all the time when he is engaged with such organization or component in training or active service, not to exceed fifteen days in any calendar year. Such leave shall be allowed only if the required military service is satisfactorily performed and the employee returns to his employment position immediately on being released from such military service.

If the employee is required to continue military service beyond fifteen days, the employee is entitled to continue such absence from employment without pay. The employee shall be reinstated in the employment position which he held at the time of his entry into military service, or he shall be reinstated to a comparable position, provided the following conditions are met:

- * The job position has not been abolished;
- * The employee is not physically or mentally disabled from performing the duties of the position;
- * The employee makes written application for reinstatement to the District Board within ninety days of his discharge from service or medical treatment following military service and in the case of hospitalization following military service, within fifteen months of the termination of such military service, notwithstanding such medical treatment;
- * The employee submits an honorable discharge or other form of release by proper authority indicating that his military service was satisfactory.

Upon reinstatement, the employee shall have the same rights with respect to accrued and future seniority status, vacation, sick leave, and other benefits as if he had been actually employed during the time of such leave.

**SECTION 6.0
SEPARATION FROM EMPLOYMENT**

6.10 RESIGNATION

6.11 Resignation is a voluntary act of separation from employment initiated by the employee. To resign in good standing and, therefore, be eligible for rehire, an employee should give their respective Appointing Authority or the District Board, as appropriate, notice of their resignation at least thirty (30) days before the effective date, unless the District agrees to permit a shorter notice period due to extenuating circumstances. Furthermore, as the use of Paid Time Off during the 30 day notice period effects a significant, undue hardship on the District and the affected department, the use of Paid Time Off will not be authorized, excepting holidays. In special situations involving extenuating circumstance and hardship affecting the resigning employee, the respective Appointing Authority or District Manager may authorize the use of Paid Time Off during this time period.

The Appointing Authority shall conduct an exit interview of the resigning employee in order to determine the employee's reason(s) for terminating their employment with the District, and the Appointing Authority shall document such reason(s) in writing and file a copy of the same with the District Manager, the District Board, and in the employee's personnel file. In the event the resigning employee desires someone other than the Appointing Authority to conduct the exit interview, the District Manager shall appoint a mutually acceptable District official to serve in the capacity of the Appointing Authority for the purposes of this Section.

6.12 If the Appointing Authority discovers during the course of the exit interview that the employee is resigning due to an employment condition that constitutes a grievance pursuant to Section 4.90 of this Handbook, the Appointing Authority shall immediately suspend the exit interview and invite the employee to file a request for a grievance hearing. If the employee decides to file such a request, the Appointing Authority shall immediately terminate the exit interview, without further testimony or evidence being given, and direct the employee to file their request within ten (10) working days in accordance with Section 4.90 of this Handbook. If the employee elects not to file a request for a grievance hearing, the Appointing Authority may continue the exit interview and hear the employee's reason(s) for resigning from the employ of the District, and the Appointing Authority shall then consult with the District Manager, and the Manager shall advise whether or not a grievance hearing should be scheduled, with the Appointing Authority being the initiating party.

6.13 An employee who, without authorization, fails to report to work for two (2) consecutive working days, shall be considered to have resigned voluntarily as of the end of the second consecutive day.

6.14 Following the exit interview or the second consecutive day in which the employee fails to report to work, the District Manager shall cause a written notice to be forwarded to the employee, at their last known mailing address, that informs the employee that their resignation has been accepted and that the position has been declared vacant.

6.20 REDUCTION IN FORCE

6.21 When warranted by changes in District operations or fiscal conditions, the District Manager may impose a reduction in force in one or more departments or offices in the District. The District Manager shall notify the affected employee(s) at least ninety (90) days in advance of the effective date of such reduction in force, unless a shorter notification period is warranted by significant, adverse circumstances, in which case the notification period may be shortened only to the extent necessary to mitigate significant and adverse impacts to the District's operations or fiscal condition, but in no case shall such notification period be less than thirty (30) days.

6.22 A reduction in force shall be made within any department or office of the District in the following order:

- a. Temporary or seasonal employees; then
- b. Introductory employees; then
- c. Regular part time employees; and then
- d. Regular full time employees.

6.23 An employee who is laid off due to a reduction in force action by the District shall be eligible for rehire if the position is re-established within one year of the employee's separation and the subject employee is still qualified for the position.

6.30 DISCHARGE

Employment with the District is terminable at will. Any employee may be discharged with or without cause, with or without notice, at the sole discretion of the District Manager.

**SECTION 7.0
EDUCATIONAL ASSISTANCE**

7.10 EDUCATIONAL ASSISTANCE

The District has an Educational Assistance policy in order that employees may acquire certifications and training necessary or beneficial to their job position with the District and/or to encourage employees to become more effective in their current positions.

- 7.11 If the employee is required to take a technical training course, a certification course, or higher education course in order to achieve, maintain, or enhance accepted performance in their current position, the sponsoring department will assume full financial responsibility for tuition, fees, travel, per diem, required texts, and materials directly related to the employee's participation in such training or educational program(s). To require an employee to attend a training or educational course, the department must have all expenses budgeted. Attendance at specialized or follow-up training outside of regular work hours does not constitute compensable hours of work for District employees.

Tuition and fees for training or educational courses the employee will take will be paid upon registration. Reimbursement for travel, per diem, texts and materials associated with the employee's participation in such training or educational courses will be made upon submission of proper employee expense vouchers. The employee will receive regular compensation for the training hours, including any mandatory overtime hours, unless otherwise agreed to by the employee and Appointing Authority. Failure to complete the training or educational course or failure to receive certification or a grade of "B" or better will be taken into consideration when the employee's performance is reviewed.

- 7.12 When an employee requests to attend organization meetings, workshops, seminars, conferences, or similar meetings, the Appointing Authority may authorize attendance at such events provided the purpose of such event is related to the employee's job position with the District, there is some benefit derived by the District in having the employee attend, and the department has all expenses budgeted. Attendance at specialized or follow-up training outside of regular work hours does not constitute compensable hours of work for District employees.

The District shall pay all registration fees, travel, per diem, and other costs directly associated with the employee's attendance and participation at such meetings as authorized by the Appointing Authority upon submission of proper employee expense vouchers. The District will not pay for recreational activities (e.g., golf tournaments, fun runs, tours, spousal activities, etc.) associated with such meetings. Any costs for an employee's family associated with the employee's travel, per diem, or attendance at such meetings shall be covered by the employee, not the District. Failure to attend any portion of such meetings, workshops, or conferences pertinent to the employee's participation, at the District's expense, in such meetings will be taken into consideration when the employee's performance is reviewed.

- 7.13 When an employee requests to take a course or courses voluntarily, tuition may be provided by the employee's department for one course per semester as financial conditions permit under the following provisions:

- * The courses taken must prove beneficial to the District;
- * The courses taken must be to develop the employee's effectiveness in their present position, as determined by the Appointing Authority;
- * The courses must be taken through an accredited college, university, or vocational technical institution or other institution approved by the Appointing Authority;
- * The employee must complete the course with "B" average or better or otherwise successfully complete the course if performance is not graded;
- * The employee must maintain satisfactory job performance during the training; and
- * Courses should be attended outside of regular working hours, or the work schedule adjusted to make up for the time taken.

Employees must submit to their supervisor a written request for tuition aid, providing the amount of tuition to be paid, for approval prior to the beginning date of the course to be taken. Reimbursement to the employee is made for tuition only, and it is made upon completion of the course under the above provisions. Employees must submit a copy of their final grade for reimbursement to be made. Attendance at such classes does not constitute compensable hours of work for District employees.