

# **Round Mountain Water and Sanitation District**



With assistance from the  
**Special District Association of Colorado**



## **Personnel Policies – Amended December 1, 2016**

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## **1.00 INTRODUCTION**

### **1.10 Disclaimer**

#### **IMPORTANT**

**It is the goal of Round Mountain to have a staff that will respond to the public with courtesy, act honestly and with integrity, manage risks that accrue to the District and solve problems efficiently and effectively. These policies are intended to guide staff in their day-to-day activities.**

**The policies and procedures contained in this handbook do not represent a contract, are not meant to be enforceable, and should not be relied upon as binding, inflexible promises made by the District. The District reserves the right to change or rescind these policies at any time, as well as the right to determine their meaning, purpose, and effect. The District also reserves the right, in its sole discretion, to determine whether, and to what extent, these policies and procedures should be applied in any given circumstances.**

### **1.20 Purpose and Scope of Policies**

These policies are intended to inform employees of the District's position on basic, employment-related subjects. They are not all-inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The policies establish guidelines to be used as a reference source by employees and supervisors. The District expects that they ordinarily will be followed. These policies and procedures apply to all employees of the District, except where otherwise stated.

### **1.30 Employment At-Will**

Employment with the District is "at-will." Any employee may be terminated with or without cause, a statement of reasons, 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.

### **1.40 Authority of Board of Directors**

The District Board of Directors reserves the right to adopt, amend, or rescind any policy, procedure, or benefit. Any modification of these policies and procedures may be made only pursuant to formal action of the Board of Directors, reflected in the official records of the Board. No employee or agent of the Board is authorized to modify these policies by agreement, practice, or otherwise.

Ultimate responsibility for operation of the District is vested in the Board of Directors. The Board retains the right to operate the District consistent with its legal authority, including, but not limited to, designating the authority to the District Manager the right to direct the work of employees; hire, promote, demote, classify, evaluate, and retain employees in positions with the District; demote, suspend, discharge, or otherwise discipline employees; transfer, assign and schedule employees; lay off employees; determine and implement the methods, equipment, facilities, personnel, and other means by which District operations are to be

conducted; take steps it deems necessary to maintain the efficiency and safety of operations; determine the budget of the District; determine the level of any activity or service provided by the District; and determine planning or staffing levels. The District Manager is expected to report all this to the Board of Directors in a timely manner.

The Board of Directors may exercise its authority to manage the district through its supervisory employees.

### **1.50 Equal Employment Opportunity Policy**

The District is an equal employment opportunity employer. These policies are to be applied without regard to any otherwise qualified person's race, creed, color, sex, age, national origin, ancestry, or disability subject to such reasonable requirements of the District as may be permitted by law.

## **2.00 WORKING CONDITIONS**

### **2.10 Work Week**

Each employee's work week consists of a seven-day period beginning and ending at midnight Sunday unless otherwise specified in writing by an authorized representative of the District.

### **2.11 Regular Work Week**

The regular work week shall be forty (40) hours for all non-exempt employees, ordinarily to be worked in five (5) consecutive eight-hour shifts or four (4) ten-hour shifts, unless otherwise specified.

### **2.12 On-Call Time**

Employees may be assigned on-call duty requiring that they be available for call-in during a specified time period outside their normal working hours. Employees placed on-call may be paid straight time pay or compensatory time for each week of on-call duty.

### **2.13 Sleeping Time**

Employees assigned to shifts of twenty-four (24) hours or longer shall be provided eight (8) hours sleeping time without pay. Employees shall be paid for interruptions to sleep time for the performance of duties. If sleep is interrupted such that at least five (5) hours sleep is not possible, all sleep time shall be compensated.

### **2.14 Training Time**

District employees ordinarily are compensated for time spent in District-required training activities. Compensation will not be provided, however, for the following training unless specifically authorized by the District.

- a) Training undertaken to meet certification requirements mandated

by a higher level of government (e.g., the State of Colorado or the United States) for performance of the employee's duties; and

b) Training meeting all of the following criteria:

- 1) Attendance is outside the employee's regular working hours;
- 2) Attendance is voluntary;
- 3) The employee performs no productive work during attendance; and
- 4) Training is not directly related to the employee's job, unless the training is obtained at an independent school or college attended on the employee's own initiative or the training program is established by the District and corresponds to courses offered by independent learning institutions.

## **2.20 Overtime**

The District may require employees to work overtime.

Employees who are not exempt from the Fair Labor Standards Act shall receive overtime compensation for hours actually worked in excess of forty (40) hours during the work week. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

Overtime compensation for time spent training shall be provided as required by the Fair Labor Standards Act.

## **2.21 Overtime Compensation**

Non-exempt employees who actually work more than forty (40) hours in a work week [or more than eight hours in a day] shall be paid one and one-half (1-1/2) times their regular rate of pay as determined by the District pay schedule for hours worked over forty (40) unless compensatory time is provided for the overtime worked.

## **2.22 Compensatory Time**

Overtime actually worked by non-exempt employees may be compensated in compensatory time of one and one-half (1-1/2) hour for each overtime hour worked. It is understood that in agreeing to work for the District, employees agree to accept compensatory time in compensation for overtime actually worked when deemed appropriate by the District. Employees will be advised in advance whether overtime will be compensated with compensatory time or with payment at 1-1/2 time the employee's regular rate.

Employees ordinarily are not permitted to accumulate more than 16 hours of compensatory time. Any employee may be directed to use accrued but unused compensatory time where he or she has accumulated the maximum permissible number of hours

or, in the alternative, the employee may be precluded from earning additional compensatory time until hours are used. Upon termination of employment, employees shall be compensated for any unused compensatory time at their then-current rate of pay or their rate of pay at the time the compensatory time was earned, whichever is higher.

### **2.30 Hours of Work**

Normal business hours for the District shall be from 8:00 a.m. until 4:00 p.m., Monday through Friday. However, hours may change but will be posted and advertised as a change. Employees shall be permitted one half hour for lunch.

### **2.31 Break Times**

In addition to scheduled one-half hour lunch breaks, employees shall be entitled to two (2) 10-minute breaks each work day. All breaks, including lunch breaks, shall be scheduled by each employee's supervisor, provided that, where possible, lunch breaks shall be scheduled between 11:00 a.m. and 1:00 p.m. Once assigned, lunch periods and break time shall remain constant unless changed by an employee's supervisor. Supervisors may require minor variations in lunch periods from day to day based on individual work requirements.

### **2.40 Attendance**

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with shift schedules.

### **2.41 Notice of Absence**

Employees who must be absent from work ordinarily are expected to notify their immediate supervisors a reasonable time (normally not less than one-half (1/2) hour) before their scheduled starting time. The reason for and probable duration of the absence shall be provided by the employee. An employee's failure to provide such notice may result in disciplinary action or discharge.

### **2.42 Tardiness**

Persistent tardiness of nonexempt employees shall be charged as leave without pay. Any employee's tardiness may be the basis for disciplinary action, including termination.

### **2.50 Pay Policies and Procedures**

The District Manager is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

### **2.51 Pay Periods**

(A) Employees are paid twice each month, on the 15th and 30<sup>th</sup> (or last working day of the month). When payday falls on a weekend, checks will be available the first work day preceding Saturday. When payday falls on a holiday, checks will be available the

work day before the holiday.

## **2.52 Deductions**

Federal and state income taxes and social security contributions are automatically deducted from employee paychecks, as is required by law. In addition, the following payroll deductions may be authorized in writing by individual employees:

EMPLOYEE CONTRIBUTIONS FOR FAMILY HEALTH OR LIFE INSURANCE, CREDIT UNION PAYMENTS, DEFERRED COMPENSATION, CHARITABLE CONTRIBUTIONS, OR REIMBURSEMENT TO EMPLOYER

## **2.53 Garnishment**

A garnishment is a legal deduction of a specified sum from an employee's wages to satisfy a creditor. If the District is required to garnish an employee's wages, the garnishment will be made in accordance with the law.

## **2.54 Direct Deposit**

Employees may authorize in writing the direct deposit of their net earnings with a designated financial institution. Upon the authorization of direct deposit by any employee, that employee's net earnings shall be deposited with the designated institution until such time as the authorization is rescinded in writing.

## **2.60 Safety**

It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. Safety-related questions should be directed to each employee's immediate supervisor. Violation of safety practices, policies, directives, or procedures may result in disciplinary action up to and including discharge.

### **2.61 Safety Rules**

The District has safety rules with which employees are expected to comply. These rules are not exclusive; employees are expected to do their jobs in a reasonable and safe manner whether or not specific safety rules apply. It is the responsibility of each employee to read and understand all District safety rules. Disobeying a safety rule may result in disciplinary action up to and including discharge.

### **2.62 Reporting Accidents/Worker's Compensation**

Any employment-related accident involving any injury or property damage whatsoever must be reported to the immediate supervisor of each employee involved in or witnessing the accident. Such report shall be made at the earliest practicable time. Failure to report promptly any accident involving injury or property damage may result in disciplinary action up to and including discharge.

Employees are covered for employment-related injury or illness by the Colorado Worker's Compensation Act. Under the Act an employee may receive benefits for missing work as a result of an employment-related injury or illness. Delay in reporting a work-related injury or illness may result in a loss of benefits under the Act.

### **2.63 Maintenance/Housekeeping**

Each employee is responsible for the condition of equipment used on the job. Equipment which is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment to

their immediate supervisors.

Cleanliness and orderliness are important to the operation of the District. Employees are responsible for keeping their work areas clean and orderly. The District reserves the right to restrict the placement of pictures or posters on walls within District premises.

### **3.00 COMPENSATION**

#### **3.10 Pay Schedule**

Employees are paid according to a pay schedule adopted by the Board of Directors. Employees shall be placed on the pay schedule according to their job classification

#### **3.20 Holiday Pay**

Employees who work on district-designated holidays shall be compensated at their regular rate or with compensatory time at the rate of one and 1/2 hours for each hour worked, in addition to their holiday pay, if approved in advance by the District Manager or in the event of an emergency.

#### **3.30 Insurance Benefits**

All regular, full-time employees are eligible to receive group insurance benefits as established by the District Board of Directors. The terms and conditions of all group insurance plans offered by the District are subject to change from time to time at the discretion of the Board of Directors. District insurance plans may require employee contributions as a condition of participation. Required contributions must be made through payroll deductions.

#### **3.31 Health and Dental Insurance**

The District offers health and dental insurance for eligible employees. Information is available from the Personnel Department concerning available options, coverage dates and scope of coverage.

Employees or their spouses may be eligible for continuation of coverage under the District's group health and dental plans upon separation from employment for reasons other than gross misconduct.

#### **3.32 Life Insurance**

The District provides group life insurance for all eligible employees up to a maximum amount determined by the Board of Directors and available from the Personnel Department. Specific information as to coverage and any available options is available from the Personnel Department.

#### **3.33 Long-Term Disability Insurance**

The District provides long-term disability insurance coverage for eligible employees. Specific information concerning such insurance is available from the Personnel Department.

### **3.34 Vision Insurance**

The District provides vision insurance coverage for regularly employed, full-time employees. Specific information concerning such insurance is available from the Personnel Department.

### **3.40 Retirement Benefits**

The District offers a retirement or deferred compensation plan in which all regularly employed, full-time employees may participate at the employee's cost. Information concerning specific details of the retirement plan is available from the Personnel Department.

## **4.00 LEAVE TIME/HOLIDAYS/VACATION**

Unless otherwise specified, all regularly employed, full-time employees are provided the following leave time, holidays, and vacation. Employees are considered full-time within the meaning of these policies if they are regularly employed for at least 32 hours per week.

### **4.10 Vacation**

Full-time, regular employees accrue vacation leave as follows:

From date of hire until their 5<sup>th</sup> anniversary date 6.67 hours per month of continued service. Beginning on the 5<sup>th</sup> anniversary date, 10 hours per month of continued service.

The monthly accrual of vacation leave shall only be credited to the employee's account at the end of the first pay period of each month.

Employees may accrue vacation from one year to the next. In no event shall an employee be permitted to accrue more than 4 weeks total vacation/sick time. Vacation shall not be used in advance of its accrual. All use of vacation time must be approved by each employee's immediate supervisor.

Absent written agreement to the contrary, signed by the District Manager, employees will not be paid for accrued but unused vacation, provided that employees who terminate their employment with accrued but unused vacation shall be paid at their current regular rate for such vacation time.

### **4.20 Holidays**

The District provides the following paid holidays to all regular, full-time employees: New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Thanksgiving Friday, Christmas Day, and New Year's Eve.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees who are normally scheduled to work on Saturdays or Sundays will observe the actual day of the holiday.

To receive pay for a designated holiday, an employee must have worked on or been paid for the work day immediately preceding and the work day immediately following the holiday.

#### **4.30 Leave Time**

The District provides paid or unpaid leave for use by employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave ordinarily must be approved in advance by each employee's supervisor. Unless advance approval is obtained, if possible, an employee may be charged for unpaid leave even if he or she is absent for a reason for which leave could otherwise be used. In addition, absence from work without advance approval may subject an employee to discipline, up to and including discharge.

#### **4.31 Sick Leave**

All regular, full-time employees accrue sick leave. Sick leave shall accrue monthly at the rate of 6 (six) days per year.

Sick leave may be used only for the following purposes:

- (1) When an employee is incapacitated due to illness or injury;
- (2) When an employee or an immediate family member of an employee requires a health examination or medical treatment;
- (3) As a supplement to Worker's Compensation benefits upon the expiration of injury leave; and
- (4) When an employee is required to be in attendance for the necessary medical care of a member of the employee's immediate family.

Employees who know in advance that they will be using sick leave (for example, when a health examination or medical treatment has been scheduled) are expected to notify their supervisors promptly of the time and anticipated duration of their absence. However, if an employee misses 3 or more days a note from a doctor/hospital/clinic may be required.

Sick leave may be used for fractions of work days; however, employees will be charged for at least one (1) hour each time sick leave is used. If illness or injury impairs an employee's job performance, the District may require that the employee use sick leave for the remainder of his or her work day or shift.

Sick leave may be accumulated from year to year, up to a total of four (4) weeks total. Upon separation from employment, employees may receive 1/2 hour's pay at their regular rate for every one hour of accumulated sick leave, unless such separation is the result of dismissal for cause. The District reserves the right to require at any time that an employee using sick leave or returning from sick leave provide a written statement of a physician regarding the nature of the employee's illness or injury and/or the employee's fitness to return to work.

#### **4.32 Maternity Leave**

Child-birth and disabling conditions arising from pregnancy are regarded by the District in the same manner as any other physical condition or disability. Because it can reasonably be expected that pregnancy will necessitate an employee's absence from work at some point in time, employees are expected to notify their supervisors when pregnancies become known.

#### **4.33 Family and Medical Leave.**

Employees may be eligible for up to twelve weeks leave under the Family and Medical Leave Act (FMLA). Generally, to qualify for such leave, an employee must have worked at least 1,250 hours for the District during the twelve months preceding the beginning of the leave and the District must employ at least 50 people at the time of the leave. FMLA leave ordinarily is available for the following reasons:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- b. Because of the placement of a son or daughter with the employee for adoption or foster care;
- c. In order to care for the spouse, or son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

The amount of FMLA leave available will be determined based on a "rolling" twelve-month period, meaning that the amount of FMLA leave available to an eligible employee at any given time is twelve weeks less the amount of FMLA leave used during the preceding twelve months.

Spouses who both are employed by the District ordinarily will be limited to an aggregate of twelve weeks leave under the Act on account of the birth or placement of a son or daughter or to care for a sick parent.

Employees may elect, or the District may require the employee to use accrued vacation or any other available paid leave other than sick leave during FMLA leave when FMLA leave is taken because of the birth or placement of a child or to care for a family member with a serious health condition. An employee may elect, or the District may require the employee to use any paid leave, including sick leave, during FMLA leave when FMLA leave is taken because of an employee's serious health condition or to care for a family member with a serious health condition.

Employees who intend to use FMLA leave must give at least thirty days notice when circumstances permit. The District may also require a physician's certification for health leave and may require a second opinion at District expense from a District-designated physician, as a condition to approval of such leave. An employee's failure to provide physician's certification may result in denial of leave.

Any employee taking FMLA leave shall be provided health insurance benefits upon the same terms and conditions as if the employee had continued to work during the time on leave. Employees taking FMLA leave shall be responsible for any required

employee contributions for such benefits throughout the time of the leave. Failure to make employee contributions may result in lapse of health insurance. If an employee fails to return from FMLA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or because of other circumstances beyond the employee's control, the District shall be entitled to reimbursement for the cost of providing such benefits.

At the end of an approved FMLA leave the District will return the employee to the same or an equivalent position with no loss of benefits

If an employee takes FMLA leave due to the employee's own serious health condition, a return to work certification from an appropriate health care provider may be required. Failure to provide such certification may result in denial of reemployment.

#### **4.34 Parental Leave**

Upon the birth or adoption of a child in an employee's family, the employee may be provided up to two (2) weeks unpaid parental leave. Such leave may be renewed upon the employee's request at the discretion of the District. Any employee who takes a parental leave of more than one month's duration shall be required to pay the full cost of any insurance benefits provided to the employee by the District.

#### **4.35 Personal Leave**

Each full-time, regular employee of the District is allowed up to three (3) days personal leave which may be used in case of emergency or upon approval of the employee's supervisor. Such leave must be applied for in writing, in advance if possible, and does not accumulate from year to year.

#### **4.36 Military Leave**

Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of benefits or status for up to fifteen (15) days each calendar year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay for the duration of his or her service and shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports to the District for work within ninety (90) days from such separation.

Employees on military leave are paid the difference between their regular straight time pay and pay received for military service for up to ten (10) working days per calendar year. To receive such pay, an employee must provide a military pay statement verifying the amount received by him or her for military service.

#### **4.37 Bereavement Leave**

Any employee who suffers a death in his or her immediate family will be allowed five (5) day's leave at full pay and may request additional unpaid leave. For purposes of this policy, an employee's "immediate family" includes his or her spouse, children, parents, grandparents, grandchildren or siblings, and the parents, siblings or children of the employee's spouse.

#### **4.38 Injury Leave/Worker's Compensation**

Any employee who incurs a work-related injury or illness is entitled to benefits pursuant to the Worker's Compensation Act. The District shall pay such employee the difference between his or her Worker's Compensation benefits and his or her regular straight time pay for up to three (3) calendar days from the date of the injury or onset of illness. After the third day, any additional period of injury leave shall be charged to the employee's accumulated

sick leave, accumulated vacation leave, and accumulated compensatory time, in that order.

Any employee on injury leave shall provide the District with such information concerning his or her medical condition as the District may require from time to time.

#### **4.39 Administrative Leave**

Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, when the employee has been charged with serious criminal misconduct, or under such other circumstances as may be deemed necessary by the District. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

#### **4.40 Unpaid Leave**

Under circumstances where an employee is not eligible for paid leave he or she may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion. Unpaid leave shall not be granted for more than six (6) months but may be renewed by the District upon its expiration.

Employees shall not accrue vacation, sick leave, or personal leave while on unpaid leave. Employees on unpaid leave are eligible to receive group insurance benefits upon their timely payment of appropriate premiums. Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

#### **4.50 Jury Duty/Court Time**

Any employee who is summoned for jury duty or subpoenaed in connection with his or her employment during a regularly scheduled work time will be compensated for scheduled hours. A copy of the subpoena or order requiring such duty must be submitted with a leave request in order for such compensation to be paid. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee must be paid to the District or an equivalent amount deducted from the employee's pay.

#### **4.60 Voting**

Any employee whose work schedule is such that polls are not open during at least three (3) non-working hours on Election Day shall be permitted paid leave for the time spent voting, not to exceed two (2) hours

#### **4.70 Leave to Seek Protection**

An employee who is the victim of domestic abuse, stalking, sexual assault, or any other crime involving domestic violence may be eligible for up to three working days of leave in a twelve-month period to seek protection. Generally, to qualify for such leave under Colorado law, an employee must have worked for the District for the twelve months preceding the beginning of the leave and the District must employ at least 50 people at the time of the leave. Such leave ordinarily is available for the following purposes:

- a. To seek a civil restraining order to prevent domestic abuse;
- b. To obtain medical care or mental health counseling for the employee or the employee's child to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence;
- c. To secure the employee's home from the perpetrator or seek new housing to escape the perpetrator; or

d. To seek legal assistance to address issues arising from the domestic abuse, stalking, sexual assault, or other crime involving domestic violence, and attending and preparing for related court proceedings.

Except in cases of imminent danger, the employee taking leave to seek protection shall provide advance notice to the District and shall provide any documentation requested by the District. The employee shall be required to use any annual, vacation, personal, and sick leave, as applicable, before being granted any leave under this section. If no such paid leave is available, the employee's leave to seek protection will be granted without pay.

## **5.00 EMPLOYMENT PRACTICES**

### **5.10 Introductory or Probation Period**

Each new employee is employed on an introductory basis or probation period for ninety (90) days, unless otherwise approved by the Board of Directors. During this introductory period or probation period, employees will undergo orientation, will receive such training as is deemed appropriate, and will be evaluated by their supervisors. Upon successful completion of the introductory or probation period, an employee shall be considered a regular employee and as such may apply for transfer or promotion, and formally approved by the Board of Directors.

Classification of an employee as "regular" is not intended to alter the at-will status of the employment relationship, but rather is intended to distinguish such employees from temporary and introductory employees.

An employee's introductory period may be extended for an additional ninety (90) days at the discretion of the District (Manager and Board). An employee whose introductory period is extended will be so notified in writing.

### **5.20 Training and Education**

The District supports education and training programs which improve the skills, qualifications, and performance of District employees. The District will pay the fees and costs of education and training programs which are specifically required by the District. In addition, the District may in its discretion approve payment of all or a portion of the fees and costs of education or training programs requested by employees. The District's approval of payment for one segment, portion, or course which is a component of an education or training program does not obligate the District to pay for any additional segment, portion, or course. With regard to licensure testing, employees are allowed one attempt with a non-passing grade and then must pass the exam on the second try, both of which are covered by the District. Beyond second attempt testing, the employee may be required to pay the expenses.

It is ordinarily each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job. Educational leave is available, at the District's discretion, to assist employees in developing professional and technical skills related to employment with the District. Such leave may be granted to attend professional or technical conferences, training seminars, schools, or programs. Educational leave must be approved in advance by [the District's Chief Executive Officer or other appropriate manager]. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

### **5.30 Vacancies**

The District considers a position vacant when there is no employee assigned to the position who has the foreseeable ability or apparent intention to perform the duties of the position. The District reserves the right to declare a position vacant under other circumstances, for example, the apparent abandonment of a position by an employee, and also reserves the right not to declare a position vacant, in its discretion.

Employees of the District are encouraged to apply for vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best-suited to meet the needs of the District. If a vacancy is awarded to a current employee, that employee shall serve a ninety (90) day introductory or probation period in that position.

### **5.40 Promotions**

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher rate of pay. All regular employees of the District are eligible to be considered for promotions for which they apply and are qualified. An employee who is promoted shall serve a ninety (90) day introductory or probation period in his or her new position.

The effective date of an employee's promotion establishes a new starting date for any annual salary increases for which the employee may be eligible.

### **5.50 Transfers**

An employee may be transferred through promotion, successful application for a vacant position, or at the direction of the District. Employees may be transferred involuntarily, although the District intends to minimize such transfers.

An employee who is temporarily transferred to a different position for five (5) days or less, shall incur no reduction in pay during that temporary transfer. Employees temporarily transferred to higher paying positions will be paid at the higher rate of pay after (5) days. The District may approve payment at the higher rate prior to 60 days, in its discretion.

### **5.60 Nepotism**

The District ordinarily will not employ close relatives under circumstances where:

- (1) One would directly or indirectly exercise supervisory, appointment, or dismissal authority over the other;
- (2) One would directly or indirectly have authority over disciplinary action as to the other;
- (3) One would audit, verify, receive, or be entrusted with money received or handled by the other in the course of employment; or
- (4) One would have access to the employer's confidential information, including payroll and personnel records.

For purposes of this policy, a close relative is anyone of equal or greater relationship than a first cousin, which includes anyone descended from the employee's grandparents. In addition, a close relative includes an employee's spouse, and anyone descended

from that spouse's parents.

When employees of the District become related and their working relationship is prohibited by this policy, one employee will be required to transfer to another position, provided a position is available, or to resign. If neither affected employee voluntarily transfers or resigns, the District shall terminate or transfer one of the employees, in its discretion.

### **5.70 Temporary Employment**

Employees who are hired for positions known to be of limited duration are considered temporary employees. A position is considered to be of limited duration if it is reasonably expected at the time the position is filled that the position will terminate in the foreseeable future, even though the precise termination date may not be known.

Temporary employees are not eligible to participate in any group insurance programs offered by the District and are not provided vacation, sick leave, maternity leave, parental leave, personal leave, bereavement leave, or injury leave, nor will the District provide any pay differential for military service, jury duty, or worker's compensation to temporary employees. Temporary employees are paid for holidays only if worked.

Temporary employees are entitled to overtime compensation as provided for in these policies.

### **5.80 Part-Time Employment**

Any employee who is regularly scheduled to work less than thirty-two (32) hours per week is considered a part-time employee. Part-time employees who are regularly employed for thirty-two (32) hours or more per week are eligible for all leave time and benefits described in these policies, provided that such leave time shall accrue, and such benefits shall be paid for by the District only in the same proportion that the number of hours worked by the employee bears to forty (40) hours. Part-time employees regularly scheduled to work less than 32 hours per week accrue leave time in such proportion, however they are not provided paid insurance benefits. Such employees are eligible to participate in the District's group insurance programs upon payment through payroll deduction of the full cost of such benefits.

### **5.90 Employee Evaluations**

The District expects each of its employees, including the District Manager, to be evaluated concerning his or her job performance at least annually. The evaluation process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance. The evaluation process is not meant to serve as a substitute for ongoing discussions between supervisors and employees. The District Manager is responsible for evaluating all staff, while the Board is responsible for evaluating the District Manager.

Supervisors are recommended to evaluate each employee annually. This is not intended to create a right to an annual appraisal, but rather imposes a duty on supervisors. Similarly, the District's appraisal policy is not intended to entitle employees to a specific method or standard of appraisal but is intended to impose an affirmative obligation on supervisors to evaluate employees regularly and consistently.

### **5.91 Evaluation Standards**

It is the responsibility of District management to develop evaluation standards. Written evaluation standards are to be maintained by each supervisor for the employees under his or her supervision. Whenever the nature of the job permits, evaluation standards should be objective indicators of job performance. All evaluation standards and other details of the District's performance evaluation process shall be communicated by supervisors to the

employees under their direction.

## **5.92 Evaluation Process**

The evaluation process shall permit oral and written responses by employees, shall require annual written appraisals for each employee which are signed by the employee and the appraiser, and shall include review of each evaluation by the appraiser's supervisor. Each written evaluation shall become a part of the employee's permanent personnel record.

## **6.00 LAYOFF**

The District reserves the right to lay off employees for reasons of efficiency, economy, lack of work, or for such other reason as the Board of Directors deems sufficient. Employees who are laid off are eligible to continue health and dental insurance, if any, at their own expense as authorized by federal and state law.

(A) Laid off employees may apply for vacancies with the District and shall be afforded preference over new hires for positions for which they are qualified.

## **7.00 EMPLOYEE CONDUCT**

### **7.10 General Rules of Conduct**

The District expects all its employees to act in the best interests of the District and 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 these policies are not meant to be all inclusive, but rather address some common and serious potential problems.

### **7.20 Drugs and Alcohol**

The District strictly prohibits the manufacture, distribution, use or possession on District premises of alcoholic beverages of any kind and drugs other than those prescribed by a physician or obtained from a legal over-the-counter source. Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently.

No employee is permitted to report for duty while impaired by or under the influence of alcohol or drugs to the slightest degree. Any employee who reports to work impaired by or under the influence of drugs or alcohol shall be relieved of his or her duties immediately and without pay.

Any violation of this policy will subject an employee to discipline, up to and including immediate discharge.

### **7.21 Reporting Convictions**

Any employee who is convicted or pleads no contest under any criminal drug statute regarding a violation occurring on the job or in the workplace shall notify the District of the conviction or plea within five days. Failure to so notify the District may result in termination

of employment.

## **7.22 Drug and Alcohol Testing**

All District employees required to hold commercial drivers' licenses shall be subject to a drug and alcohol testing program that fulfills the requirements of Code of Federal Regulations Title 49, Part 382. Tests shall be conducted under the following circumstances:

(a) Each such employee shall be tested before the first time they perform any safety-sensitive function for the District. Such functions including driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading or unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work related to vehicle maintenance or operation. Pre-employment tests shall be required only after an applicant is offered a position.

(b) Alcohol and controlled substance tests shall be conducted after any accident involving any safety-sensitive function. Such tests shall be conducted as soon as is practicable following an accident if the accident involved personal injury, property damage, or a citation for a moving traffic violation. Employees involved in accidents shall make themselves available for testing unless they need immediate medical attention and shall not use alcohol for eight hours after any accident or until after a post-accident alcohol test, whichever occurs first.

(c) Tests shall be conducted on a random basis at unannounced times throughout the year. Such random tests shall be conducted just before, during, or just after the performance of safety-sensitive functions.

(d) Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that an employee has violated the District's alcohol or drug prohibitions. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech or body odors. Such observations may include indications of the chronic and withdrawal effects of controlled substances.

(e) A drug or alcohol test shall be conducted if and when an employee who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties. No employee may be assigned to a safety-sensitive position until a return-to-duty drug test is administered with a negative result.

(f) An employee who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Such follow-up testing shall be conducted just before, during, or just after the performance of safety-sensitive functions.

Testing procedures and facilities used for tests shall conform with the Code of Federal Regulations, Title 49, Section 40, et seq.

Any driver who refuses to submit to a drug or alcohol test required by this policy shall

not perform or continue to perform safety-sensitive duties and will be subject to discipline up to and including dismissal. An employee will be deemed to have refused to submit to testing if he or she is unavailable or fails to provide samples sufficient for testing absent any medical necessity. Verified positive tests for alcohol or drugs shall subject employees to disciplinary action up to and including dismissal.

### **7.30 Harassment**

The District prohibits any harassment of its employees on the basis of sex, race, color, national origin, ethnicity, disability, or religion. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other inappropriate oral, written or physical conduct of a sexual nature when:

- a. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- c. such conduct has the purpose or effect of substantially interfering with an individual's job performance or creating an intimidating, hostile or offensive employment environment.

Harassment based on race, color, national origin, ethnicity, disability, or religion consists of verbal or other conduct relating to any of those characteristics which has the purpose or effect of creating an intimidating, hostile or offensive working environment; which has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or which otherwise adversely affects an individual's employment opportunities.

Any employee who believes he or she has been the victim of prohibited harassment or who has observed such harassment is expected to report the harassment to his or her immediate supervisor. In all events, prohibited harassment should be reported to a person in a position to take corrective action against the harasser, including, if necessary, members of the District's Board of Directors.

Upon notification of prohibited harassment, a supervisor shall notify the District's chief personnel officer [or other appropriate manager]. The District's chief personnel officer [or other appropriate manager] shall immediately investigate, take action to prevent and remedy any harassment, and report his or her findings and course of action to appropriate District administrators and the complaining party. Investigations of reported harassment and the results of such investigations will be kept confidential to the extent possible, given the need for a complete and fair investigation.

Employees shall not be subject to retaliation for making good faith complaints or reports of prohibited harassment.

In the event that the District Manager is the one being accused of harassment; the employees should report directly to the any member of the Board of Directors and necessary action will be taken.

If prohibited harassment is found to have occurred, the District shall take such disciplinary action against the harassing party as it deems necessary and appropriate, including warning, suspension, or immediate discharge.

#### **7.40 Use of District Property**

District property is to be used only for official District business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove District property or the property of any other employee from District premises or work sites without proper authorization. Any employee who steals District property or the property of any other employee, or who abuses, misuses, damages, or destroys District property shall be subject to discipline, up to and including immediate discharge.

#### **7.50 Use of District Vehicles**

District vehicles may be used only for the purpose and in the manner authorized by the District. Only authorized and qualified District employees may operate District vehicles. All vehicles shall be operated in accordance with all applicable traffic laws and vehicle operators shall be responsible for the condition and proper use of their vehicles.

Unauthorized or improper use of District vehicles may result in discipline, up to and including discharge.

#### **7.60 Conflict of Interest**

District employees shall not place their personal interests above the best interests of the District or Board's constituents. Accordingly, employees of the District shall not:

1. Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;

2. Take any official action directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial direct or indirect financial interest or business arrangement;
3. Disclose or use confidential information acquired in the course of his or her official duties to further substantially his or her personal financial interests; or
4. Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence him or her in the discharge of his or her responsibilities, or which could be construed as a reward for action taken in the course of official duties.

Any employee who knows or reasonably should know he or she has a potential conflict of interest shall disclose such potential conflict to his or her supervisor.

#### **7.70 Polygraph Tests**

While investigating alleged employee wrongdoing in the course of official business of the District, the District may require that an employee or employees take polygraph examinations. Polygraph examinations shall be given only under the following conditions:

1. There shall be a reasonable basis to believe that any employee to be tested may have knowledge material to the investigation;
2. Each employee to be tested shall be advised in advance that his or her answers cannot be used in any criminal proceeding;
3. Each employee to be tested shall be advised that questions asked will relate specifically and narrowly to district business; and
4. Each employee to be tested shall be advised in advance that he or she may be terminated for refusal to take the polygraph examination.

#### **7.80 Off-Duty Conduct**

The District reserves the right to take appropriate action including dismissal from employment, in response to off-duty conduct of employees which:

(a) Relates to a bona fide occupational requirement or is reasonably and rationally related to the employment activities and responsibilities of the employee; or

(b) Is necessary to avoid a conflict of interest or the appearance of such a conflict with any of the employee's responsibilities.

#### **8.00 DISCIPLINE**

The District, through its Board of Directors, management, and supervisors, retains the right to take such disciplinary action as it deems appropriate in any given circumstances. The District's disciplinary policies and rules are intended to place employees on notice that specified conduct is likely to have serious consequences in the workplace, not to limit the District's right to

take such action as it may deem appropriate in any given instance.

## **8.10 Disciplinary Rules**

The following conduct may result in disciplinary action, to and including immediate discharge. This list is not exhaustive; the District reserves the right to discipline, suspend, or discharge employees for any reason, at any time.

1. Inadequate job performance.
2. Insubordination.
3. Fighting or threats of physical violence.
4. Conviction of, a plea of guilty to, or failure to contest a charged felony where the offense is directly or indirectly related to employment with the district, involves dishonesty or moral turpitude, or otherwise renders the employee unsuitable for continued employment.
5. Falsification of or material omission from an employment application, payroll records, time reports, or other District documents.
6. Violation of the District's drug and alcohol policy.
7. Carelessness, negligence, or misuse of District property.
8. Theft, vandalism, or destruction of District property.
9. Improper use of District vehicles or equipment, including communications equipment.

10. Violation of safety rules or practices.
11. Unauthorized absence or frequent or habitual tardiness.
12. Leaving assigned work area without prior authorization.
13. Violation of the District's conflict of interest policy.
14. Violation of the District's nepotism policy.
15. Possession of firearms or dangerous weapons on District property.
16. Misuse of sick leave.
17. Misuse of break periods.
18. Release of confidential information of the District.
19. Violation of the District's sexual harassment policy.
20. Failure to report for work without proper notification.
21. Inducing or encouraging any employee of the District to violate any District rule, policy, or directive.
22. Engaging in any unauthorized interruption of work.
23. Loss of any license, certificate, or other credential required for the performance of a job responsibility.

## **8.20 Disciplinary Action**

The District favors progressive disciplinary action, however, the level of discipline to be imposed for an infraction shall be that which the District, through its Board of Directors, managers, or supervisors, deems appropriate under the circumstances. District management retains the right to determine in its discretion, that any of the following disciplinary actions is appropriate without using lower levels of discipline first.

Disciplinary action may include:

1. A verbal warning or reprimand, which may be accompanied by a written notation in the supervisory record or in the employee's personnel file.

2. A written reprimand signed by the employee's supervisor and acknowledged by the employee. Written reprimands are intended to be placed in the reprimanded employee's personnel file. Employees may provide written explanations or responses to reprimands for placement in their personnel file.
3. Suspension without pay. A suspension without pay shall be accompanied by a written statement, signed by the employee and his or her supervisor, setting forth the fact of the suspension, the reason for the suspension, and the duration of the suspension.
4. Demotion. All disciplinary demotions must be reflected by a written statement placed in the demoted employee's personnel file stating that the demotion was for disciplinary purposes and setting forth the reason for the discipline.
5. Termination, with Board approval.

## **9.00 GRIEVANCES**

The District has established a grievance procedure, which is available to any non-supervisory employee for the resolution of complaints, disputes, or concerns regarding the interpretation or application of District policies. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure.

### **9.10 Purpose of Grievance Procedure**

The grievance procedure is intended to provide a formal process for the resolution of grievances. It is not, however, intended to be a substitute for healthy and appropriate communication between employees and supervisors, nor is it intended that the grievance procedure be used to harass supervisors or interfere with the operations of the District. Before the grievance procedure is started, employees should attempt to resolve disputes, complaints, and concerns with their immediate supervisors by discussing such matters informally.

### **9.20 Grievance Procedure**

The grievance procedure shall consist of the following steps:

Step 1. An employee may present a written complaint to his or her immediate supervisor setting forth the subject of the grievance, identifying the policy or policies at issue, and requesting consideration pursuant to this procedure. The employee and the supervisor shall confer on the matter and the supervisor shall respond to the complaint, orally or in writing, within three (3) working days. A supervisor shall advise the Board of the grievance.

Step 2. If the grievance is not resolved at Step 1, the employee may, within five (5) working days of the supervisor's response, request in writing that a meeting be held between the employee and District Manager, or next level supervisor, whichever is appropriate. Such request shall also specify the nature of the grievance and the policy or policies at issue. The employee and appropriate person shall meet as soon as is practicable thereafter and the appropriate person shall respond to the grievance in writing within five (5) working days of that meeting, circumstances permitting.

Step 3. If the grievance is not resolved at Step 2, the employee may, within five (5) working days after receiving the Step 2 response, request in writing that a meeting be held between the employee and the District Manager. The employee and District Manager shall meet as soon as is practicable and the District Manager shall respond to the grievance within five (5) working days, circumstances permitting. The decision of the District Manager and the Board shall be final.

Any grievance not pursued to the next step within the time specified will be considered resolved. The time limits for taking any action under this policy may be extended by agreement. The failure of any District supervisor to respond to a grievance within the time limits specified in this policy or agreed upon should be reported to the [Personnel Director or other appropriate person]. An employee filing a grievance shall have the sole right to determine whether to pursue a grievance from one step to the next.

## **10.00 EMPLOYEE RECORDS**

### **10.10 Personnel Records**

Personnel records are retained by the District concerning all employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records, in the discretion of the District.

In order to keep personnel records current, the Personnel Department [or appropriate person] must be notified of any change in any employee's address, phone number, marital status, or military status; any birth or death in any employee's immediate family; any change in the name or telephone number of the person to be notified in case of emergency; any change in insurance beneficiary; or any other information needed to maintain accurate records. Each employee is responsible for providing the District with records concerning any licenses or certificates required for the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

### **10.20 Release of Information**

Personnel records are considered confidential subject to statutory requirements. Employees may examine their own personnel records, except for letters of reference, by contacting the Personnel Department [or appropriate person]. Employees may authorize the release of specified personnel records by executing a written request designating the record(s) to be released and the person or entity to whom they may be released.

No personal information on past or present District employees shall be provided by the District via telephone inquiries, except to confirm or deny information presented by a third party. Responses to requests by mail shall be limited to confirmation of documented information provided by a third party, unless such requests for information are accompanied by an authorization to release the information requested, signed by the employee.

A copy of any written information sent to a third party concerning a former or current employee shall also be sent to the last known address of the employee.

## **11.00 SEPARATION FROM EMPLOYMENT**

An employee may separate from employment by disciplinary termination, layoff, resignation, or retirement.

### **11.10 Disciplinary Termination**

Employees who are terminated for disciplinary reasons are not eligible for rehire. Such employees shall be paid for accrued but unused compensatory time and vacation but shall not be paid for accrued but unused sick leave. Employees who are dismissed for disciplinary reasons may be entitled to continue coverage under the District's group health and dental insurance programs at their own expense as provided by state and federal law.

### **11.20 Layoff**

Employees who are laid off are eligible for rehire. At the time of lay off, employees shall be paid for accrued but unused compensatory time and vacation, and for accrued but unused sick leave at fifty percent (50%) their regular rate of pay. Laid off employees are eligible to continue coverage under the District's group health and dental insurance programs at their own expense as provided by state and federal law.

### **11.30 Resignations**

An employee who resigns in good standing is eligible for re-employment with the District. An employee resigns in good standing if he does not resign under threat of discharge, gives the District at least two (2) weeks notice, and completes necessary exit forms. A resignation may be withdrawn prior to its effective date if approved by the District.

Employees who resign shall be paid for all accrued but unused compensatory time and vacation, and for accrued but unused sick leave at fifty percent (50%) their regular rate of pay [or one-half their regular rate of pay].

### **11.40 Retirement**

Employees who retire are not eligible for rehire. Upon retirement employees shall be paid their accrued but unused compensatory time, vacation and sick leave.

### **11.50 Exit Procedure**

Employees who are laid off, resign, or retire shall contact the Personnel Department [or appropriate person] to provide all information required for separation and to make arrangements concerning final pay, payment for accrued leave, and continuation of benefits.

## **12.00 MISCELLANEOUS POLICIES**

### **12.10 Political Activity**

Any District employee has the right as a citizen to participate fully in the political process. No District employee, however, shall campaign for any candidate or cause on District time or using District resources. No District employee shall publicly campaign for any candidate or cause while wearing a District uniform or District insignia.

### **12.20 Board Membership of Employees**

A board member may not be employed by the district.

Where a board member applies for employment with the district, he or she must resign from the board if employment is offered and accepted. No board member may begin employment with the district until after the effective date of his or her resignation.

Where an employee of the district is elected to the district board, he or she must take a leave of absence for his or her term of office [or must resign his or her employment with the district]. Failure to do so shall result in termination of employment.

### **12.30 Smoking**

The District reserves the right to designate no smoking areas. All such areas shall be posted as such. Employees who smoke in designated no smoking areas shall be subject to discipline.

Employees who are assigned offices may designate their offices as no smoking areas by posting appropriate notices. Any group of employees assigned to an enclosed area may unanimously agree to designate their work area as a no smoking area with the approval of their supervisor. Appropriate notices shall be posted in any area so designated.

### **12.40 Expenses**

The District reimburses employees for expenses reasonably incurred in the course of District business, provided such expenses have been authorized in advance or are determined by the District, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will ordinarily be required to document those expenses.

The District shall not approve meal expenses per person, including tips, greater than \$8.00 for breakfast, \$12.00 for lunch, and \$20.00 for dinner.

The District shall reimburse employees for use of their personal vehicles on District business at the rate of \$ 0.50 per mile.

All requests for reimbursement for expenses shall be submitted on the District's

expense form.

### **12.50 Outside Employment**

Any employee of the District who wishes to engage in outside employment shall notify his or her immediate supervisor [or other appropriate person] prior to accepting such employment. The employee's supervisor shall contact the Personnel Director [or other appropriate person] for approval of such outside employment.

No District employee shall engage in outside employment which interferes with the proper and effective performance of his or her duties or which results in a conflict of interest. Requirements of employment with the District shall have priority over any requirements of outside employment.

### **12.60 Health Examinations**

The District reserves the right to require physical or psychological examinations of any District employee, at District expense, as follows:

- a) to determine the ability of an applicant who has been offered employment to perform job-related functions required by business necessity.
- b) when there is a need to determine whether an employee is able to perform the essential functions of his or her job;
- c) as may be required to determine the necessity or feasibility of reasonable accommodations for a disability;
- d) periodically, as may be necessary to comply with fitness for duty or monitoring requirements imposed by law.

Results of all physical or psychiatric examinations shall be treated as confidential records by the District and shall be maintained separately from District personnel records.

### **12.70 Desks/Lockers/Storage/Inspections**

The District reserves the right to open and enter any office, desk, locker, file cabinet, or other storage location within District premises and to inspect District vehicles and any containers brought into the workplace. Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device, such assignment does not create an expectation of privacy in the use of such items or areas.

### **12.80 Staff Use of the Internet**

All computers having Internet access must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this policy may result in revocation of access privileges and may result in disciplinary action, including termination.

Employee use of the Internet must be consistent with the objectives of the District. Transmission or access of any material in violation of any U.S. or state law or regulation is prohibited, as is transmission or access of non-work-related material. Access to sexually-oriented material is specifically prohibited. The District reserves the right to determine what use of the Internet in the workplace is appropriate.

Internet transactions and e-mail messages are not private. District staff and administrators may monitor these transactions and messages at any time, for any reason without notice to the user.

Security on the District's computer system is a high priority. The District is to be notified of known or suspected security problems. Any user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet.

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses.

Without specific permission from the District, staff members are prohibited from accessing fee services via the Internet. If such services are accessed, the staff member will be responsible for any fee or cost involved.

All employees shall be required to agree in writing to the conditions of this policy, and to such other terms and conditions as the District may require, as a condition to use of the Internet in the workplace.

#### **12.90 Staff Use of Electronic Mail**

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through a local, regional, or global computer network.

All District electronic mail systems are owned by the District and shall be used for the purpose of conducting official District business only. All other uses, including personal use, are prohibited.

Users of District e-mail systems are responsible for their appropriate use. All illegal and improper uses of the electronic mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. Use of the electronic mail system for which the District will incur an expense without express permission of a supervisor is prohibited.

Electronic messages are not for private or confidential matters. Because there is no guarantee of privacy or confidentiality, other avenues of communication should be used for such matters.

In order to keep District electronic mail systems secure, users shall not leave the terminal unsigned on when unattended and shall not leave their password available in an obvious place near the terminal or share their password with anyone except the electronic mail system administrator.

Electronic messages are not private. The District retains the right to monitor, review, store and disclose all information sent over the District electronic mail system at any time for any reason, without notice to the employee.

Except as provided herein, District employees are prohibited from accessing another employee's electronic mail without the express consent of the employee. All District employees are advised that electronic mail messages can be retrieved even if they have been deleted and that statements made in electronic mail communications can form the basis of various legal claims against the individual author or the District.

Electronic mail sent or received by the District or the District's board of directors and employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act.

District employees shall be subject to disciplinary action, including termination, for violation of this policy and regulation.

All District employees shall sign an acknowledgment form stating they have received and read the policy and regulation. The form will be maintained in the employee's personnel file.