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PERSONNEL MANUAL

_____ DISTRICT

Adopted _____, 20____

NOTE: *This Model Personnel Manual contains comments, blanks, and alternative provisions that must be deleted or completed prior to adoption.*

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[Disclaimer Note: This Manual is prepared as a model for the Special District Association and does not constitute legal advice. No attorney-client relationship is intended or entered into by this Manual. Direct legal counsel should be sought for any specific questions.]

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ARTICLE 1. INTRODUCTION

1.1 Who We Are.

The _____ District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, organized under Title 32 of the Colorado Revised Statutes (the Colorado Special District Act), with the powers to provide the following services to the public: _____.

1.2 Our Philosophy and Goals.

The District strives to provide first rate, professional, and courteous service to the residents of and visitors to the District and its facilities. The District is committed to fostering the advancement of its personnel consistent with this overall commitment to service to the public.

1.3 Disclaimer.

IMPORTANT

The policies contained in this Personnel Manual (“Manual”) do not represent a contract, nor should they be relied upon as binding, inflexible promises made by the District. The District reserves the right to interpret and 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 circumstance. No personal contract or agreement shall be implied by these policies or the statement of any employee of the District, unless in writing, signed by the President of the District Board of Directors.

These policies apply to all District employees, except the overtime compensation policies, which do not apply to positions that are classified as “exempt” by the District pursuant to the federal Fair Labor Standards Act (“FLSA”).

1.4 Employment At-Will.

EMPLOYMENT WITH THE DISTRICT IS “AT-WILL.” ANY EMPLOYEE MAY BE TERMINATED, WITH OR WITHOUT CAUSE, STATEMENT OF REASONS, HEARING, OR APPEAL, JUST AS ANY EMPLOYEE MAY RESIGN AT ANY TIME, WITH OR WITHOUT REASON. NOTHING IN THIS MANUAL IS INTENDED TO MODIFY THE DISTRICT’S AT-WILL EMPLOYMENT POLICY.

1.5 Purpose and Scope of Policies.

These policies are intended to inform employees of the District's position on basic, employment-related subjects. The District expects employees to use common sense and good judgment and to engage in behavior that reflects positively on the District. These policies cannot define all instances of poor judgment or behavior and 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 will be followed.

1.6 Authority of District Board of Directors.

Ultimate responsibility for operation of the District is vested in the District Board of Directors (the "Board"). The Board retains the right to operate consistent with its legal authority, including, but not limited to, the right to set policy, procedures and to direct the work of employees; hire, promote, classify, evaluate, train, and retain employees in positions with the District; demote, suspend, terminate, 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 Board may exercise its authority through subordinate managerial employees, as directed or designated by the Board.

The Board reserves the right to adopt, amend, or rescind any policy, procedure, or benefit.

1.7 Equal Employment Opportunity.

The District is an equal employment opportunity employer. These policies are to be applied without regard to race, creed, color, sex, age, national origin, ancestry, disability, religion, sexual orientation, sexual preference, gender identity or expression, marital or military status, or political affiliation, subject to such reasonable requirements of the District as may be permitted by law.

1.8 Definitions/Categories of Employees.

1.8.1 Full-Time Employment.

Employees are considered full-time within the meaning of this Manual if they work an average of thirty (30) hours per week, or at least 130 hours per month.

Comment: *The above definition is consistent with the Patient Protection and Affordable Care Act (ACA). See the Comment in Section 3.2.1 regarding the new definitions of full-time and part-time employees under the ACA.*

1.8.2 Part-Time Employment.

Employees are considered part-time within the meaning of this Manual if they work less than an average of thirty (30) hours per week, or less than 130 hours per month.

Comment: *Same comment as above.*

1.8.3 Regular Employment.

Employees are considered to be employed in a “regular position” if the position is identified and funded in the annual budget and the position is expected to be for a duration longer than a temporary or seasonal employee. The use of the term Regular Employee is not intended to imply that the employee is hired pursuant to a contract of employment or to otherwise modify the at-will employment relationship of any District employee.

1.8.4 Temporary/Seasonal Employment.

Employees who are hired for positions known to be of limited duration are designated as either temporary or seasonal employees. A position is considered to be temporary if it is reasonably expected at the time the position is filled that the position will terminate within a period of months, even though the precise termination date may not be known. A seasonal employee is an employee who is hired to perform duties only during certain specified seasons of the year. Notwithstanding the expected duration of temporary or seasonal assignments, nothing herein is intended to imply that the employee is hired pursuant to a contract for a definite term or to otherwise modify the at-will employment relationship of any District employee.

ARTICLE 2. WORKING CONDITIONS

2.1 Work Week.

Each employee’s work week consists of a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 p.m. on Saturday. The regular work week shall be forty (40) hours for all employees not designated as exempt, ordinarily to be worked in five (5) consecutive eight (8) hour shifts unless otherwise specified.

[NOTE: SHIFT SCHEDULES FOLLOW DIFFERENT REGULAR PERIODS OF WORK AND SHOULD BE IDENTIFIED IF THEY ARE IN USE.]

2.2 Hours of Work.

Normal business hours for the District shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. Employees are expected to report to work no later than 8:00 a.m. and shall normally work until 5:00 p.m., with one (1) **[half hour or]** hour for lunch, except that those employees assigned to special shifts or projects outside the normal business hours of the District shall work those hours designated for their special shifts or projects. The District may require any employee to deviate from normal business hours.

2.3 Break Times.

Employees are provided with a one-hour **[or one-half hour]** lunch break and two (2) _____ -minute breaks each work day. All breaks, including lunch breaks, are subject to approval by each employee's supervisor. Supervisors may require minor variations in break times day-to-day based on individual work requirements.

Employees who are nursing will be provided with reasonable **[unpaid/paid]** breaks to express breast milk as frequently as needed for up to two years after the birth of a child. The District will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion.

***Comment:** Employers are generally not required to provide breaks, except for nursing mothers, which can be paid or unpaid. The first paragraph of this Section can be deleted or modified depending on the District's needs.*

2.4 Overtime.

The District may require employees to work overtime, which is defined as hours required to be worked beyond the usual forty (40) hours in a work week. Overtime shall not be worked unless approved by the **[District Manager/Fire Chief.]**

Non-exempt employees, including temporary and seasonal employees, will be paid for overtime worked at a rate of 1.5 hours for each overtime hour worked in excess of forty (40) hours during the work week. The District may elect to substitute compensatory time off in lieu of wages to pay for any overtime hours worked. Compensatory time off shall be accrued at 1.5 hours for each hour of overtime worked.

Exempt executive, professional, and administrative employees paid on a salary basis are not eligible for overtime compensation of any kind. The **[District Manager/Fire Chief]** may allow exempt employees to work different hours, or may provide incentive pay or time off to exempt employees who have worked extraordinary hours in completion of unusual tasks on behalf of the District.

2.5 Attendance.

Prompt and 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, ready to work, in accordance with business hours or shift schedules.

2.5.1 Notice of Absence.

Employees who must be absent from work are expected to notify their supervisor within a reasonable time to accommodate work schedules.

If an employee knows that he or she will need to take time off in advance, then a request to use Paid Time Off (PTO, as described in Article 4) must be submitted in accordance with Section 4.1.4.

If an employee cannot give advance notice of the need for time off due to circumstances beyond his or her control, such as illness, the employee must call his or her supervisor at least one (1) hour before his or her scheduled starting time, if possible.

2.5.2 Tardiness.

The District expects employees to work regular hours as established by this Manual. Incidences of unauthorized tardiness may be charged against an employee's accrued PTO, as described in Article 4, or if the employee does not have any PTO available, then as leave without pay, or may otherwise serve as the basis for disciplinary action.

2.5.3 Ready to Work.

The District expects employees to be ready to work in accordance with business hours or shift schedules. Persistent occasions of an employee not being ready to work at the start of business hours or his or her scheduled shift may be charged against an employee's PTO, or if the employee does not have any PTO available, then as leave without pay, or may otherwise serve as the basis for disciplinary action.

2.6 Pay Policies and Procedures.

The Human Resources Department [**or appropriate administrator**] is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

2.6.1 Pay Periods.

Employees are paid bi-weekly [**monthly or weekly**]. When pay day falls on a holiday, payroll will be available the following work day.

2.6.2 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.

2.7 Safety.

The District values and promotes a culture of safety. The District's concern for the well-being of all employees is evidenced by its commitment to a zero-injury goal and the training provided in safety practices and procedures. Still, 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 supervisor.

2.7.1 Safety Rules.

The District has safety rules that all employees are expected to follow. It is the responsibility of each employee to read and understand all District safety rules. Questions about the District's safety rules should be directed to the employee's supervisor.

2.7.2 Reporting Accidents/Worker's Compensation.

Any employment-related accident involving any injury or property damage whatsoever must be reported to the supervisor of each employee involved in or witnessing the accident. Such report shall be made immediately or at the earliest practicable time, but no later than seventy-two (72) hours following the accident. Employees shall cooperate in a timely manner with written reports, forms and other requests required by the supervisor, the Board or its agents, insurance companies, or other authorities.

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 reduction of benefits under the Act.

2.7.3 Maintenance/Housekeeping.

Each employee is responsible for the condition of equipment used on the job. Equipment that 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 supervisor.

Cleanliness and orderliness are important to the operation of the District. Employees are responsible for keeping their work areas clean and orderly.

2.8 Timesheets (Non-Exempt Employees).

All non-exempt employees shall keep accurate timesheets, showing any overtime worked and leave taken, and shall submit such timesheets to the Human Resources Department **[or appropriate administrator]** within two (2) calendar days after the end of the pay period to which such timesheets pertain.

2.9 Leave Reports (Exempt Employees).

All exempt employees shall keep accurate time allocation reports showing any leave taken and shall submit such time allocation reports to the Human Resources Department **[or appropriate administrator]** within two (2) calendar days after the end of the pay period to which such time allocation reports pertain.

2.10 Tobacco.

All District facilities and work sites are a tobacco-free environment. As such, tobacco use is prohibited in all areas of District buildings, structures, vehicles, and work sites. Employees working outside are prohibited from using tobacco products while they are working.

ARTICLE 3. COMPENSATION

3.1 Pay Classification.

All District employee positions shall be established by the Board. In each case, the Board will approve a job description setting forth the qualifications for the job, a detailed list of performance responsibilities, and any required physical capabilities. The Board will determine a starting wage for each new employee. Salary and subsequent increases will be recommended by the **[District Manager/Fire Chief]** and determined by the Board in the District budget. Increases will be based on employee performance, a written evaluation, and other factors determined by the **[District Manager/Fire Chief]**.

3.2 Insurance Benefits.

All regular [, **full-time**] employees are eligible to receive group insurance benefits as established by the Board. 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. District insurance plans may require employee contributions as a condition of participation. Required contributions must be made through payroll deductions.

3.2.1 Health [and Dental] Insurance.

The District offers health [**and dental**] insurance for all regular [, **full-time**] employees. Information is available from the Human Resources Department [**or appropriate administrator**] concerning available options, coverage dates and scope of coverage.

Employees or their spouses or civil union partners 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.

Comment: Pursuant to the Patient Protection and Affordable Care Act (ACA), employers with 50 or more "full-time equivalent" (FTE) employees will be subject to a penalty if any of its full-time employees obtain health insurance coverage through an exchange and receive a premium tax credit. Hours worked by part-time employees (i.e., those working less than 30 hours per week) are included in the calculation used to determine the number of FTE employees. To do this, overall hours worked by part-time employees during a month are added up, and the total is divided by 120 and added to the number of full-time employees to get the number of FTE employees. An individual may be eligible for a premium tax credit if his or her income is below certain thresholds and the individual's employer does not offer health coverage, or offers insurance that is "not affordable" or does not provide "minimum value," as defined by the ACA.

The Colorado Civil Union Act provides that civil union partners have the same rights, benefits, and protections as spouses. Thus, any benefits that employers provide to spouses must also be provided to civil union partners.

3.2.2 Life Insurance.

The District provides group life insurance for all regular [, **full-time**] employees up to a maximum amount determined by the Board of Directors. Specific information as to coverage and any available options is available from the Human Resources Department [**or appropriate administrator**].

Comment: *This Section can be modified or deleted.*

3.2.3 Long-Term Disability Insurance.

The District provides long-term disability insurance coverage for regular [, full-time] employees. Specific information concerning such insurance is available from the Human Resources Department [or appropriate administrator].

Comment: *This Section can be modified or deleted.*

3.2.4 Vision Insurance.

The District provides vision insurance coverage for regular [, full-time] employees. Specific information concerning such insurance is available from the Human Resources Department [or appropriate administrator].

Comment: *This Section can be modified or deleted.*

3.3 Retirement Benefits.

The District currently offers retirement pension benefits to employees through _____. The eligibility requirements may be obtained from _____.

**ARTICLE 4.
PAID TIME OFF; LEAVE TIME**

Employees are provided the following leave benefits:

4.1 Paid Time Off (PTO).

Full-time, regular employees accrue PTO annually after the first full year of employment as follows:

Years Completed:	PTO Hours Per Year:
_____ to _____	_____ hours (___ days)
_____ to _____	_____ hours (___ days)
_____ to _____	_____ hours (___ days)

Part-time employees accrue a prorated amount of PTO calculated by multiplying the above amounts by the percentage rate of hours regularly scheduled to work compared to forty (40) hours.

PTO shall not be used in advance of its accrual. All use of PTO must be approved by each employee's immediate supervisor.

4.1.1 Records.

The **[District Manager/Fire Chief]** shall maintain records of PTO and its use.

4.1.2 Effect of Holidays.

When a legal holiday falls during an employee's use of PTO, such holiday shall not be charged as PTO leave.

4.1.3 Maximum Accumulation.

The maximum PTO an employee may carry over from year to year is **[thirty (30)]** days. On the employee's employment anniversary, the employee may choose to carry over up to **[thirty (30)]** days of accrued but unused PTO into the subsequent year. Any excess accumulated PTO above the **[thirty (30)]** days shall be paid out hour-for-hour at the employee's pay rate for the previous year.

[NOTE: MAXIMUMS CAN BE MODIFIED, OR PARAGRAPH CAN BE DELETED.]

4.1.4 Notice of Leave; Opportunity for Leave and Waiving of PTO.

Requests for PTO shall be submitted in advance to the **[District Manager/Fire Chief]**, unless circumstances beyond the employee's control, such as illness, preclude advance notice. The request shall include the date(s), reason for, and probable duration of the absence.

In cases of conflicting PTO requests, the **[District Manager/Fire Chief]** shall determine priority. Every employee shall be afforded the opportunity to take PTO as staffing and workload of the District allow. No employee shall lose any PTO to which they are entitled when District operations require the employee's presence on the job. No employee shall be permitted to waive PTO for the purpose of receiving extra compensation.

4.1.5 Payment upon Termination of Employment.

Upon termination of employment from the District, an employee shall be paid their regular hourly rate for all PTO accrued and not used as of the last date of the employment.

4.2 Holidays.

The following have been designated by the Board as official District holidays for all employees, except in the case of emergency operations:

New Year's Day	1st day of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

[NOTE: THESE CAN ALL BE MODIFIED.]

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.

4.3 Leave Time.

The District provides paid or unpaid leave for use by employees under the specific circumstances described below. The use of paid leave ordinarily must be approved in advance by the employee's supervisor. Unless advance approval is obtained, an absence may be treated as unpaid leave even if the employee is absent for a reason for which paid leave could otherwise be used.

4.3.1 Sick Leave.

The District does not award sick leave. Employees must use PTO to receive payment for absences due to sickness.

[OR]

All regular, full-time employees accrue sick leave at the rate of ____ () hours per month.

Fire suppression [and emergency medical] employees assigned to fire suppression duties and working twenty-four (24) hour shifts shall accrue sick leave at the rate of ____ () hours for each ____ () hours worked. **[Delete if not applicable]**

Sick leave may be used only for the following purposes:

- a. When an employee is incapacitated due to illness or injury;
- b. When an employee or an immediate family member of an employee requires a health examination or medical treatment;
- c. As a supplement to Worker's Compensation benefits upon the expiration of injury leave; and
- d. 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.

Sick leave may be used for fractions of work days, however employees will be charged for at least ____ () hours 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. Upon separation from employment after ____ () years of continuous service, employees may receive ____ hour's pay at their regular rate for every ____ hours 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.

Comment: *Paid sick leave is not required by law, although it is common. There are many different types of sick leave policies; these are two possibilities for your consideration.*

4.3.2 Military Leave.

Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of pay, benefits or status for no more than fifteen (15) working 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 the 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. Accrued PTO may be used for any unpaid portion of an employee's military leave.

When circumstances permit, employees taking military leave shall submit a written request for leave at least thirty (30) days in advance of the time they are scheduled for active duty or training.

Comment: *Leave for military service is required by state and federal law, but employers are not required to pay the difference between military pay and an employee's regular pay during such leave.*

4.3.3 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.

4.3.4 Maternity/Paternity 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 promptly when pregnancies become known in order to allow for work accommodations and scheduling.

Comment: *Delete this Section if the District provides Family and Medical Leave, per Section 4.3.5.*

4.3.5 Family and Medical Leave.

Comment: *For Districts with fewer than 50 employees, delete this Section, or include the following two sentences: The District has fewer than 50 employees and, therefore, its employees are not eligible for leave under the Family and Medical Leave*

Act. However, the District has chosen to provide all of its employees with a similar family and medical leave benefit as described in this policy.

Employees may be eligible for up to twelve (12) weeks of unpaid family and medical leave per year (“Family and Medical Leave”). To qualify for such leave, an employee must have worked at least 1,250 hours for the District during the twelve (12) months preceding the beginning of the leave. Family and Medical Leave 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; or
- b. Because of the placement of a son or daughter with the employee for adoption or foster care; or
- c. In order to care for the spouse, civil union partner, domestic partner, son, daughter, or parent of the employee, if such person 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; or
- e. Because of a qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is a covered military member. For purposes of this policy, “covered military member” means a member of the National Guard or reserve forces or a retired member of the Armed Forces or reserve forces who is on active duty or has been notified of an impending call or order to active duty. Any of the following are considered a “qualifying exigency,” as long as they arise from the covered military member’s call or notice of an impending call to active duty:
 - i. Short-notice deployment (if a covered military member is notified of an impending call or order to active duty seven (7) or fewer calendar days prior to the date of deployment, the employee may take leave during that 7-day period to address any issues arising from the call or order); or
 - ii. Military events and related activities (to attend an official ceremony, program or event sponsored by the military or to attend family support or assistance programs and informational briefings); or
 - iii. Childcare and school activities (with respect to the child of the covered military member, to arrange a change to existing childcare, to provide childcare on an urgent, immediate need basis, to enroll in or transfer to a new school or day care facility when necessary due to the call to active duty status, and to meet with school or day care staff);

- iv. Financial and legal arrangements (to make or update such arrangements to address the covered military member's absence); or
 - v. Counseling; or
 - vi. Rest and recuperation (to spend up to five (5) days in each instance with a covered military member who is on short-term, temporary rest and recuperation leave during deployment);
 - vii. Post-deployment activities (to attend official military events, such as arrival ceremonies and reintegration briefings, during the 90-day period following termination of active duty status, or to address issues related to the death of the covered service member); or
 - viii. Additional activities arising from the call to active duty, as long as the District and the employee agree that the activity is a "qualifying exigency" and agree to the timing and duration of the leave.
- g. Because of a serious injury or illness incurred in the line of duty of employee's spouse, son, daughter, parent, or next of kin who is a current member of the Armed Forces, including a member of the National Guard or Reserves ("Military Caregiver Leave"). Employees taking Military Caregiver Leave may take up to twenty-six (26) weeks of leave during a single twelve month period to care for a covered servicemember with a serious illness incurred in the line of duty on active duty. Military Caregiver Leave may not be taken to care for former service-members on the permanent disability retired list.

The amount of Family and Medical Leave and Military Caregiver Leave available will be determined based on a "rolling" twelve month period, meaning that the amount of leave available to an eligible employee at any given time is twelve weeks (or twenty-six weeks in the case of Military Caregiver Leave) less the amount of Family and Medical Leave or Military Caregiver Leave used during the preceding twelve months. The total leave taken for any purpose during a single twelve month period may not exceed twenty-six (26) weeks, regardless of whether an employee is eligible for Military Caregiver Leave and another type of Family and Medical Leave in the same twelve month period.

Spouses or civil union partners who are both employed by the District ordinarily will be limited to an aggregate of twelve weeks leave (or twenty-six weeks in the case of Military Caregiver Leave) on account of the birth or placement of a son or daughter or to care for a sick parent.

For purposes of confirming an employee's relationship with a civil union partner or domestic partner for whom the employee is requesting Family and Medical Leave, the District may require such employee to provide reasonable documentation or a written statement of the family relationship.

Employees may elect to use, or the District may require an employee to use, accrued PTO [**and sick leave**] during Family and Medical Leave or Military Caregiver Leave. Employees shall be on paid leave while they are using accrued PTO [**and sick leave**]. After all accrued PTO [**and sick leave**] is used, Family and Medical Leave or Military Caregiver Leave shall be unpaid.

Employees who intend to take Family and Medical Leave or Military Caregiver Leave must give at least thirty (30) days' notice when circumstances permit. When advance notice is not possible, an employee needing leave must call his or her supervisor to report an absence from work, as practicable.

The District may require an employee to provide a medical certification to support the need for leave due to the employee's serious health condition or the serious health condition of the employee's spouse, civil union partner, domestic partner, son or daughter, or parent.

The District may request a new medical certification each leave year for serious health conditions that last longer than one year (e.g., ongoing, intermittent leave).

Any employee taking Family and Medical 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 Family and Medical Leave or Military Caregiver Leave shall be responsible for making any required employee contributions for such benefits during the time of the leave.

If an employee informs the District of his or her intention not to return from Family and Medical Leave or Military Caregiver Leave or fails to return from Family and Medical Leave or Military Caregiver Leave for reasons other than the continuation, recurrence, or onset of a serious health condition, or from Military Caregiver Leave, his or her right to reinstatement and continued benefits shall be terminated.

Comment: *This Section has been updated to reflect the Family Care Act passed by the Colorado General Assembly in 2013, which allows an eligible employee to take leave to care for his or her civil union partner or domestic partner. Note that the employer may require the employee to provide reasonable documentation or a written statement of such family relationship.*

4.3.6 Unpaid Leave.

Any leave hours requested and authorized for an employee who does not have sufficient accrued PTO shall be unpaid hours of leave. Unpaid leave is subject to advance approval of the **[District Manager/Fire Chief]** or the President of the Board in the case of a request from the **[District Manager/Fire Chief]**.

Employees are required to exhaust PTO before requesting unpaid leave. If sufficient PTO is not available, employees may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion.

Employees shall not earn any PTO for any pay period for which they are on unpaid leave of absence for more than fifty percent (50%) of the pay period (no prorating of PTO will be allowed). Employees on unpaid leave are eligible to receive group insurance benefits, if any, upon their timely payment of appropriate premiums. Any unpaid leave of absence days will be added to the employee's employment anniversary date and a new employment anniversary date will be established for purposes of the employee's review and wage and benefit evaluations.

The unpaid leave policy is intended to provide extra days of leave for unforeseen medical or family emergencies, and is not intended to be a means to request additional vacation days. The District will not tolerate abuse of the unpaid leave policy.

4.4 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.

Comment: *Colorado law requires employers to pay employees their regular wages up to \$50 per day for the first three days of jury service. Employers are prohibited from interfering with the performance of juror service.*

4.5 Voting Leave.

The District encourages employees to exercise their voting rights in all municipal, state and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. However, any employee whose work schedule effectively prevents voting before or after work shall be permitted up to two (2) hours of paid leave for the purpose of voting. Voting leave must be requested and approved by the employee's supervisor no later than the day prior to Election Day. The District may

specify the hours during which the employee may be absent, but the hours shall be at the beginning or end of the work shift, if the employee so requests.

Comment: *This Section is required by Colorado law.*

4.6 Bereavement/Funeral Leave.

Employees may take up to three (3) days of paid leave to attend to the in-state funeral of a person in their “immediate family” (spouse or civil union partner, parents, grandparents, siblings, children, grandchildren) or the immediate family of their spouse or civil union partner. Employees may take up to five (5) days of paid leave to attend to the out-of-state funeral of a person in their immediate family or the immediate family of their spouse or civil union partner. Bereavement/Funeral leave shall not count against PTO accruals.

Comment: *This Section is optional, but common.*

4.7 Domestic Abuse Leave.

Any employee who has worked for the District for twelve (12) months or more may take **[paid/unpaid]** leave for up to three (3) days in any twelve (12) month period if the employee is a victim of domestic abuse, stalking, sexual assault, or any other crime determined by a court to have an underlying basis in domestic violence, as defined by Colorado law. Such leave may be taken to seek a restraining order, obtain medical care or mental health counseling for the employee or the employee’s children, make the home secure, seek new housing, seek legal counsel to address issues arising from domestic violence, or attend or prepare for court-related proceedings. Except in cases of imminent danger to the health or safety of the employee, an employee shall provide the District with ten (10) days advance notice prior to taking Domestic Abuse Leave. All information related to an employee’s Domestic Abuse Leave shall be kept confidential by the District.

Comment: *This Section is optional if the District has fewer than 50 employees.*

4.8 Parental Leave for Involvement in Academic Activities.

All full-time employees are entitled to take up to six (6) hours per month (up to a maximum of eighteen (18) hours in any academic year) of unpaid leave to attend an academic activity for or with the employee’s child. Alternatively, the employee may use accrued PTO for such leave or, subject to the District’s approval, the employee may take paid leave to attend an academic activity if the employee works the number of hours of paid leave taken within the same workweek. Part-time employees are eligible for leave under this policy in an amount pro-rated to the number of hours the employee works.

When possible, an employee desiring leave to attend an academic activity must provide his or her supervisor with notice at least one calendar week in advance of the academic activity. The District may require written verification from the school or the school district of the academic activity. The District may deny a request for parental leave in cases of emergency or other situations that may endanger a person's health or safety, or if the employee's absence would result in a halt of service. The District may require parental leave to be taken in no longer than three-hour increments.

4.9 Inclement Weather.

The District offices and facilities will be closed due to severe inclement weather at the direction of the **[District Manager/Fire Chief]** with the approval of two Board members.

In the event of a weather closure during the regular work day, employees should complete essential duties and go home. Employees who are scheduled and available to work will be paid for the day (or the remainder of the day if the weather closure is declared during the work day), but they must be available by telephone during normal business hours. Employees who are not scheduled and available to work (i.e., employees already on paid or unpaid leave) will not be credited with additional hours of leave time or compensation due to the weather closure and will continue to use PTO or unpaid leave hours, as applicable, during the weather closure.

If the District has not declared a weather closure but an employee does not report to work, either by choice or because of individual circumstances, the employee will be required to use PTO or to take the time as unpaid leave.

4.10 Temporary and Seasonal Employee Leave.

Temporary and seasonal employees are not eligible to participate in any group insurance programs offered by the District and are not provided PTO, **[sick leave]**, **[maternity/paternity leave OR Family and Medical Leave]**, parental leave, personal leave, or bereavement 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.

Comment: *This Section can be modified to provide temporary or seasonal employees with some or all of the benefits available to other employees, if the District desires.*

ARTICLE 5. EMPLOYMENT PRACTICES

5.1 Training and Education.

The District supports education and training programs that the District believes will improve the skills, qualifications, and performance of District employees. 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 Manager/Fire Chief]**. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

It is ordinarily each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job.

The District may in its discretion 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, after considering the benefit of the program to the employee and the District, 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 (1) 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.

Comment: *This Section is optional.*

5.2 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 within thirty (30) days' time. 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, at its discretion.

Employees 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, at the Board's sole discretion. If a vacancy is awarded to a current regular employee, that employee shall be considered an introductory employee for a period of 90 days in that position and will be eligible for a 90-day performance review.

5.3 Promotions.

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher salary. 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 period in his or her new position and will be evaluated by their supervisor at the end of the introductory period.

5.4 Salary Increases.

Employees will be evaluated for potential salary increases on their annual employment anniversary or upon promotion.

5.5 Transfers.

An employee may be transferred through promotion, the 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 thirty (30) days or less, shall incur no reduction in pay during that temporary transfer.

5.6 Nepotism.

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

- a. One would directly or indirectly exercise supervisory, appointment, or dismissal authority over the other;
- b. One would directly or indirectly have authority over disciplinary action as to the other;
- c. One would audit, verify, receive, or be entrusted with money received or handled by the other in the course of employment;
- d. One would have access to the employer's confidential information, including payroll and personnel records; or
- e. One would be employed during a time a close relative was a current member of the Board of the District.

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, civil union or domestic partner and anyone descended from that spouse's or partner's grandparents.

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, at its discretion.

Comment: *This Section is optional, but recommended.*

5.7 Supervision of Family Member.

The District will not refuse to hire an employee's immediate family member (as defined in Section 4.6) solely because of the family relationship. However, to the extent practicable, the District will make every effort to minimize or eliminate situations where an employee will be placed in a direct supervisory and/or disciplinary role with respect to the employee's immediate family member. If an employee's immediate family member enrolls in a District program over which the employee shall have direct supervision and/or disciplinary responsibilities, the employee shall immediately notify the **[District Manager/Fire Chief]**. The District reserves the right to re-assign the employee to another equivalent position or take other appropriate action in order to remedy the situation. To the extent the District may not practically remedy the situation, the employee shall be expected to perform the function of his or her job in a professional manner, treating the immediate family member in the same manner as all other program participants, and conducting him or herself in accordance with all of the expectations for proper conduct contained in this Manual.

Comment: *This Section is optional, but recommended.*

5.8 Employee Reviews.

The District generally expects each of its employees to be reviewed concerning the employee's job performance every twelve (12) months (on or around the employee's anniversary date). The review process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance, provide a basis for pay raises, if any, and substantiate employee retention. The review process is not meant to serve as a substitute for ongoing discussions between supervisors and employees. Each written review shall become a part of the employee's personnel record.

ARTICLE 6. EMPLOYEE CONDUCT

6.1 General Rules of Conduct.

The District expects all of 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 use common sense and good judgment at all times and behave with courtesy and respect toward other employees, contractors, the Board, vendors and members of the public. Specific rules of procedure or 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.

6.2 Drugs and Alcohol.

The District strictly prohibits the 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. For purposes of this policy, marijuana is considered an illegal drug, regardless of whether it is used for medical or recreational purposes in accordance with Colorado law.

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 (including marijuana) or alcohol shall be relieved of his or her duties immediately and without pay, and may be subject to additional disciplinary action.

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. If an employee becomes aware that a prescription or legal over-the-counter drug is impairing his or her job performance, the employee should notify his or her supervisor. An employee may be required to use accrued paid time off in order to address and remedy any situation where job performance is impaired.

Comment: *In November 2012, Colorado voters passed Amendment 64 to the Colorado Constitution, which legalizes the use and possession of one ounce or less of marijuana for adults 21 years-of-age and older, along with the retail sale and cultivation of marijuana. Amendment 64 does not require employers to permit or accommodate the use of marijuana in the workplace. Furthermore, marijuana remains an illegal drug under Federal law.*

Employers can still prohibit the use of marijuana (whether for recreational or medicinal purposes) on and off-duty. The only caveat is that there may be a duty to accommodate an underlying disability for which an employee is using marijuana. Should you believe that an employee who has used marijuana has a disability, we recommend engaging in an interactive process with that employee to determine whether an alternative reasonable accommodation for such disability is available.

6.3 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 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 guideline 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 (including marijuana) shall subject employees to disciplinary action up to and including dismissal.

In addition, any employee may be subject to reasonable suspicion or post-accident drug testing as described in this Section.

6.4 Employment-Related Testing.

The District may require drug testing, finger printing, and/or Federal or state background checks of employees engaged in safety or security sensitive functions, including positions that involve operation of District vehicles not requiring a CDL. Tests shall be conducted in accordance with the law and in a manner that ensures accuracy and limits access to the test results.

6.5 EEO/Anti-Harassment Policy and Procedure for Reporting.

The District is dedicated to the principles of equal employment opportunity and strives to provide a workplace where all employees have the opportunity to succeed to their fullest ability. The District prohibits all unlawful discrimination of any kind, by any person for any reason on the basis of disability, race, creed, color, sex, sexual orientation, marriage, religion, age, national origin or ancestry, genetic information or any other status protected by federal or state law. This prohibition includes unlawful harassment based on any of these factors. This policy applies to all forms of communication, including but not limited to social media.

Definition of Harassment: Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. The District expects its employees to conduct themselves in an appropriate, respectful manner at all times. This policy applies to employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Definition of Sexual Harassment: While all forms of harassing behavior identified in this EEO/Anti-Harassment Policy are prohibited, sexual harassment requires definition. The District opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

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

Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications, in any of the following forms:

- d. Written communications, such as cartoons, posters, calendars, notes, letters, e-mail; or
- e. Verbal communications, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates or sexual favors; or
- f. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, brushing up against another's body, or other similar physical conduct.

Complaint Procedure. If an employee believes there has been a violation of this EEO/Anti-Harassment policy, he or she should follow the following complaint procedure. The District expects employees to make a timely complaint, in writing, to enable the District to investigate and correct any behavior that may be in violation of this policy.

- g. Bringing the Complaint; Investigation.

Employees must report the incident, in writing, to their direct supervisor or any other manager or Board member with whom the employee feels comfortable. The person receiving the complaint will be responsible for ensuring that an appropriate investigation into the complaint occurs, either by the individual who receives the complaint if that person is capable of investigating the matter, the Board of Directors, the **[District Manager/Fire Chief]**, or a third party investigator hired for the purpose of conducting an investigation. Your complaint will be kept as confidential as practicable given the need for a full and complete investigation, but the District cannot guarantee complete anonymity or confidentiality of the information included in the complaint.

h. Closing the Complaint; Discipline for Violations.

If the District determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment. The District will endeavor to report the status of the investigation to the complaining employee upon closure of any investigation, but the District will not provide a detailed report to the employee, nor is the employee entitled to such reporting.

i. No Retaliation.

The District prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee believes there has been a violation of this retaliation policy, please follow the complaint procedure contained in the harassment policy.

6.6 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, and directives. Limited, occasional or incidental use of District property for personal non-District purposes is acceptable, so long as such use is done in a manner and for a purpose that does not negatively affect the District's primary business purposes. If District telephones, copiers, or other property is used for personal business and the District incurs any charge associated with the personal use, the employee shall promptly reimburse the District for any such incurred charges.

No employee shall remove District property or the property of any other employee from District premises or work sites without proper authorization. Employees who need to use District property outside of normal working hours or at off-site excursions or events shall be required to sign out the property or equipment and will be responsible for the replacement cost of lost, stolen or damaged and un-repairable items. Employees who are issued District property, including keys, lanyards or any other incidentals upon employment with the District, must return issued property at the end of their employment, and will be charged a reasonable fee, including a re-keying fee in the case

of District keys, if the property is not returned. The District will not tolerate employee theft of District property or the property of others, or the abuse, misuse, damage, waste, or destruction of District property or the property of others.

6.7 Use of District Vehicles.

District vehicles may be used only for District purposes. Only authorized and qualified District employees may operate District vehicles. Use of certain vehicles may require a valid commercial driver's license. 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 the vehicles.

6.8 Conflict of Interest.

District employees shall not place their personal business interests above the best interests of the District or its constituents. Accordingly, an employee of the District shall not:

- a. Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- b. Take any official action that directly and substantially confers an economic benefit on a business or other undertaking in which he or she has a substantial financial interest;
- c. Disclose or use confidential information acquired in the course of his or her official duties to substantially further his or her personal financial interests; or
- d. Accept a gift of substantial value or a substantial economic benefit which might tend to improperly 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.

6.9 Off-Duty Conduct.

The District reserves the right to take appropriate action in response to off-duty conduct of employees which affects job performance, impairs working relationships or has a negative impact on the District's ability to perform its functions, including but not limited to off-duty use of marijuana for recreational or medical purposes.

6.10 Computer Use.

All District computers and other devices, including cellular phones, must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this guideline

may result in revocation of access privileges and may result in disciplinary action, including termination.

Employee use of District computers and other devices, including cellular phones, 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 District computers and other devices, including cellular phones, in the workplace is appropriate.

Internet transactions and e-mail and text 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 network 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, 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, employees 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.

6.11 E-Mail

All District e-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 e-mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. Use of the e-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 e-mail systems secure, users shall not leave the terminal signed 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 e-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 e-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 e-mail without the express consent of the employee. All District employees are advised that e-mail messages can be retrieved even if they have been deleted and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the District.

E-mail sent or received by the District or the Board 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 guideline and regulation.

6.12 Social Media.

This policy is intended to minimize the risk of propagation of slanderous or unprofessional content that could impair the public's trust in the District or lead to legal claims. It is not intended to restrict communications protected by state or federal law.

While personal off-duty use of social media is generally not of concern to the District, employees are reminded to use common sense when using social media to express ideas related to the District, its personnel, or the employee's position with the District. The District's EEO/Anti-Harassment Policy extends to social media.

Employees are prohibited from doing any of the following on social media:

- a. Disclosing confidential information regarding the District, or persons relying upon District services (e.g., posting a photo taken in the course of official duties);
- b. Making defamatory comments about Board members, District employees, citizens using District services, or volunteers; and
- c. Making comments or discriminatory references about District personnel that would violate District policy if made in the workplace (e.g. comments that violate the anti-harassment policy).

Employees may not use social media during paid working time. At no time may Employees use the District's computers, servers, and other equipment for social media purposes, except for posting information on a District-sponsored social media site in accordance with District protocol for such content.

Comment: *This Section is optional, but recommended. This is a new area of the law, and it is developing rapidly. Public employers must not infringe upon the First Amendment rights of employees when regulating use of social media.*

6.13 Photographs/Cameras.

The District may photograph employees or Board members and use such photographs for District purposes, including on the District website. Any photographs of District employees taken for these purposes are the property of the District. Employees and Board members are not entitled to compensation or further notice regarding the District use of photographs consistent with this policy. Unless specifically authorized by the **[District Manager/Fire Chief]** for District purposes, personal camera use (including cell phone cameras) is strictly prohibited on District premises.

6.14 Violence, Threats, Intimidation Prohibited.

It is the District's policy to promote a safe environment for its employees. Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated. All reports of such behavior will be taken seriously and will be dealt with appropriately.

Examples of violent, threatening or intimidating behavior include: infliction of bodily injury; harmful psychological contact; destruction or abuse of property; intimidation, threatening, or hostile behaviors; violence-related jokes or threatening comments which are veiled, direct, conditional, written, or verbal; physical abuse; vandalism; arson; unauthorized carrying or use of weapons; and/or any other hostile, threatening, or abusive act which the District determines to be detrimental to the workplace. Individuals who commit such acts may be removed from the premises.

We need employee cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If you observe or experience such behavior by anyone on District premises, whether or not the person is a District employee, report it immediately to a supervisor or manager. Threats or assaults that require immediate attention by security or police should be reported to your supervisor or to police at 911.

[OR, AS AN ALTERNATIVE:]

This is a Weapons-Free Workplace. Carrying a weapon or a concealed handgun without a permit onto District premises is prohibited. If you are carrying a concealed

handgun for which you have a permit, you must provide a copy of your permit to the **[District Manager/Fire Chief]**, and you must notify the **[District Manager/Fire Chief]** upon expiration or revocation of the permit. The handgun must remain concealed at all times while on District property. Brandishing a handgun, threatening someone with a handgun, or otherwise possessing a handgun in an unconcealed manner is strictly prohibited.

ARTICLE 7. EMPLOYEE RECORDS

7.1 Personnel Records.

Personnel records concerning all employees are retained by the District. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary actions, training records, and any certificates or credentials required for an employee's job.

In order to keep personnel records current, the **[District Manager/Fire Chief]** must be notified of any change in an 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.

7.2 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 Human Resources 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 dates of employment, position, and compensation paid. Responses to requests by mail shall be limited to confirmation of documented information provided by a third party, unless such requests are accompanied by an authorization to release the information requested signed by the

employee, or are limited to records subject to disclosure under the Colorado Open Records Act. 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.

ARTICLE 8. DISCIPLINE

The District expects all employees to conduct themselves pursuant to the highest professional, business, and ethical standards and will not tolerate misconduct. The District, through its Board, management and supervisors, retains the right to take such disciplinary action as it deems appropriate in any given circumstance. Whether an employee's performance, conduct, or behavior warrants disciplinary action is within the District's discretion. The District does not intend by these guidelines to create any expectation that any employee will be assured of any particular form of disciplinary action, such as warnings, notice, or any form of progressive discipline, prior to discharge.

8.1 Disciplinary Action.

The District may discipline an employee for a violation of any of the District's policies, or for any behavior by an employee that reflects poorly on the District, or evidences poor judgment or lack of common sense. The level of discipline to be imposed for the infraction shall be that which the District, through its Board, 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:

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

- e. Termination.

ARTICLE 9. SEPARATION FROM EMPLOYMENT

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

9.1 Disciplinary Termination.

Employees who are terminated for disciplinary reasons shall not be eligible for re-employment.

9.2 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 deems sufficient. Employees who are laid off may be eligible for re-employment, but shall not have preferential rights to re-employment.

9.3 Resignation.

An employee who resigns in good standing may be eligible for re-employment with the District, but shall have no preferential rights to re-employment. An employee resigns in good standing if the employee does not resign under threat of termination, gives the District at least two weeks' notice, and completes necessary exit forms. A resignation may be withdrawn prior to its effective date, if approved by the Board prior to the termination date.

9.4 Retirement.

Employees who retire may be eligible for re-employment, but shall have no preferential rights to re-employment.

9.5 Exit Procedure.

Employees who are laid off, resign, or retire shall provide all information required for separation to the **[District Manager/Fire Chief]** and make any arrangements for continuation of benefits as allowed by state and Federal law.

ACKNOWLEDGEMENT

On the ___ day of _____, ____, I received a copy of the foregoing Personnel Manual. I was given an opportunity to ask questions about the Personnel Manual, and understand that I can ask questions if I do not understand any of its contents at any time. I have read, understand, and agree to comply with the policies, rules, and conditions of my employment set forth therein.

I understand that the District may bypass discipline policies in its sole discretion. I understand that the Personnel Manual is not a contract of employment or a promise of employment for any length of time or under any particular conditions. I understand that no employee or agent of the District other than the Board has the authority to offer me employment for any length of time or under any particular conditions, and that such an offer must be in writing and signed by the President of the Board. I understand that I have no expectation of privacy when I use any of the District’s telephones, pagers, computers, lockers, desks, or other equipment or property. I understand that my employment with the District is “at will,” and that my employment with the District may be terminated by myself or the District at any time.

EMPLOYEE SIGNATURE

DATE

Comment: *This must be signed by all employees and placed in their personnel files. When the Manual is updated, employees should sign a new acknowledgement form.*