



---

# Forest Lakes Metropolitan District Personnel Policies

---



---

**Effective April 14, 2020**

**FOREST LAKES METROPOLITAN DISTRICT  
PERSONNEL POLICIES**

I, the below named employee as witnessed by my signature do hereby acknowledge that I have received a copy of the Forest Lakes Metropolitan District Personnel policy adopted on February 8, 2020 and latest updates on April 14, 2020.

Employee: \_\_\_\_\_ (Please Print Name)

*I further understand that all Forest Lakes Metropolitan District related documents, oral statements or representations are not intended to contain promises on which I can unconditionally rely.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## TABLE OF CONTENTS

	<u>Page</u>
<b>1.00 INTRODUCTION</b>	<b>6</b>
1.10 Disclaimer	6
1.20 Purpose and Scope of Policies	6
1.30 Employment At-Will	6
1.40 Authority of Board of Directors	6
1.50 Equal Employment Opportunity Policy	7
<b>2.00 WORKING CONDITIONS</b>	<b>7</b>
2.10 Work Week	7
2.11 Regular Work Week	7
2.12 On-Call Time	7
2.20 Overtime	8
2.21 Overtime Compensation	8
2.22 Compensatory Time	8
2.23 Exempt Employees	9
2.30 Hours of Work	9
2.31 Break Times	9
2.40 Attendance	10
2.41 Notice of Absence	10
2.42 Tardiness	11
2.50 Pay Policies and Procedures	11
2.51 Pay Periods	11
2.52 Deductions	11
2.60 Safety	11
2.61 Safety Rules	12
2.62 Reporting Accidents/Worker's Compensation	10
2.63 Maintenance/Housekeeping	12
<b>3.00 Compensation</b>	<b>13</b>
3.10 Pay Schedule	13
3.20 Holiday Pay	13
3.30 Insurance Benefits	13
3.31 Health and Dental Insurance	13
3.32 Life Insurance	14

3.33 Retirement Benefits	14
3.40 Achievement Award	14
3.50 Clothing Allowance/Stipend Program	14
<b>4.00 LEAVE TIME/HOLIDAYS/VACATION</b>	<b>14</b>
4.10 Vacation	15
4.20 Holidays	16
4.30 Leave Time	16
4.31 Sick Leave	17
4.32 Maternity Leave	18
4.33 Family and Medical Leave	18
4.34 Personal Leave	19
4.35 Military Leave	20
4.36 Bereavement Leave	20
4.37 Worker's Compensation	20
4.38 Administrative Leave	21
4.39 Unpaid Leave	21
4.40 Special Leave With Pay	21
4.50 Jury Duty/Court Time	22
4.60 Voting	22
<b>5.00 EMPLOYMENT PRACTICES</b>	<b>22</b>
5.10 Introductory Period	22
5.20 Training and Education	22
5.30 Vacancies	24
5.40 Promotions	24
5.50 Transfers	24
5.60 Nepotism	25
5.70 Temporary Employment	25
5.80 Part-Time Employment	26
5.90 Employee Appraisals	26
5.91 Appraisal Standards	26
5.92 Appraisal Process	26
<b>6.00 LAYOFF</b>	<b>27</b>
<b>7.00 EMPLOYEE CONDUCT</b>	<b>27</b>
7.10 General Rules of Conduct	27

7.20	Drugs and Alcohol	27
7.21	Reporting Convictions	27
7.22	Drug and Alcohol Testing	28
7.30	Sexual Harassment	28
7.40	Use of District Property, Vehicles, Equipment and Facilities	29
7.50	Conflict of Interest	29
7.60	Polygraph Tests	30
7.70	Off-Duty Conduct	30
7.80	PERSONAL HYGIENE	30
<b>8.00</b>	<b>DISCIPLINE</b>	<b>31</b>
8.10	Disciplinary Rules	31
8.20	Disciplinary Action	32
<b>9.00</b>	<b>GRIEVANCES</b>	<b>32</b>
9.10	Purpose of Grievance Procedure	33
9.20	Grievance Procedure	33
<b>10.00</b>	<b>EMPLOYEE RECORDS</b>	<b>34</b>
10.10	Personnel Records	34
10.20	Release of Information	34
<b>11.00</b>	<b>SEPARATION FROM EMPLOYMENT</b>	<b>35</b>
11.10	Disciplinary Termination	35
11.20	Layoff	35
11.30	Resignations	28
11.40	Retirement	35
11.50	Exit Procedure	36
<b>12.00</b>	<b>MISCELLANEOUS POLICIES</b>	<b>36</b>
12.10	Political Activity	36
12.20	Board Membership of Employees	36
12.30	Smoke and Vape Free Environment	36
12.40	Expenses	37
12.50	Outside Employment	37
12.60	Health Examinations	37
12.70	Desks/Lockers/Storage/Computers/Inspections	38
12.80	Residency	38

## 1.00 INTRODUCTION

### ***1.10 Disclaimer***

**The policies and procedures contained herein do not represent a contract, are not meant to be enforceable, and should not be relied upon as binding, inflexible promises made by the Forest Lakes Metropolitan District. The District reserves the right to change or rescind these policies at any time, as well as the right to determine their meaning, purposes, 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.**

**ALL FLMD PERSONNEL RELATED DOCUMENTS, ORAL STATEMENTS OR REPRESENTATIONS ARE NOT INTENDED TO CONTAIN PROMISES ON WHICH EMPLOYEES CAN UNCONDITIONALLY RELY.**

### ***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 during ordinary, day-to-day operations of the District. The policies establish guidelines to be used as reference source by employees and supervisors. The District expects that they ordinarily will be followed.

These policies and procedures apply to all District employees, except that the following policies do not apply to the following positions:

District Manager – These policies and procedures will apply unless a Board approved employment agreement between the District and Manager conflict in which case the agreement shall apply.

### ***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 policy 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, the right to direct the work of employees; hire, promote, demote, classify, evaluate, 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 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 workweek consists of a seven-day period beginning and ending at midnight Saturday 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, unless otherwise specified.

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

The District provides services outside normal working hours using an on-call policy that defines the duties and responsibilities of the employees who are assigned to provide this service, which includes monitoring District facilities and systems.

Any employee designated as being on-call will receive 8 hours per week premium pay at a rate of 1½ (time of one and one half) of the employee's hourly rate or compensatory time. As part of their responsibilities, the on-call employee will be required to:

- Open and close the gate (Saturday); and
- Complete 1 trash compaction (Saturday)

Any additional time for trash compaction during the on-call period will be paid on a door-to-door basis at a rate of 1½ (time of one and one half) of the employee's hourly rate or compensatory time, with a 1-hour minimum.

All SCADA call-outs, alarms, maintenance and repairs that require a return to the facility during the on-call period will be paid on a door-to-door basis at a rate of 1½ (time of one and one half) of the employee's hourly rate or compensatory time with a 1-hour minimum.

## **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 worked more than forty (40) hours during the workweek. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

## **2.21 Overtime Compensation**

Non-exempt employees who actually work more than forty (40) hours in a work week shall be paid one and one half (1½) 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. When a holiday falls within the workweek, holiday, annual, sick and comp hours used during that week shall be counted as hours worked for the purpose of computing overtime compensation for more than forty (40) hours actually worked within the holiday workweek. See Section 3.20 Holiday Pay for hours worked on a holiday.

## **2.22 Compensatory Time**

Overtime worked by non-exempt employees may be compensated in compensatory time of one and one-half (1½) 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 worked. Employees will be allowed to choose in advance whether overtime will be compensated with compensatory time (if accumulated hours are not exceeded) or with payment at 1½ times the employee's regular rate. Employees may be asked to voluntarily accept compensatory time for compensation of overtime worked.

Employees ordinarily are not permitted to accumulate more than 60 hours of compensatory time. Any employee may be directed to use accrued but unused compensatory time where they have 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.

### ***2.23 Exempt Employees***

Salaried executive, managerial and supervisory employees are normally not eligible for overtime compensation of any kind. Such employees may receive bonus compensation in the form of additional pay or compensatory time in situations requiring extraordinary work authorized by the Board of Directors or as otherwise agreed in written employment agreements approved by the Board of Directors.

### ***2.24 Two-Hour Minimum***

Non-exempt employees not assigned nor providing on call duty that have been approved to work after regular business hours who have left the work place shall be compensated for a minimum of two hours if actual time worked should be less in accordance with section 2.20. Employees still at work that have been approved to work after regular business hours shall be compensated for the actual hours worked in accordance with section 2.20. Employees assigned and providing on call duty in accordance with section 2.12 that have been approved to work after regular business hours who have left the workplace shall be compensated in accordance with the on-call policy.

### ***2.30 Hours of Work***

Normal business hours for District administrative personnel shall be from 8:00 o'clock A.M. until 4:30 o'clock P.M., Monday through Friday. Employees shall

report to work no later than 8:00 o'clock A.M. and shall normally work until 4:30 o'clock P.M. with one half (½) hour provided for lunch usually from 12:00 o'clock P.M. to 12:30 o'clock P.M.

Normal work hours, for the District Operations & Maintenance personnel are from 7:30 A.M. to 4:00 P.M. Monday through Friday. Employees shall report to work no later than 7:30 A.M. and shall normally work until 4:00 P.M. with one half (½) hour provided for lunch usually from 11:30 A.M. to 12:00 P.M. Normal work hours for District Operations & Maintenance personnel are subject to changes as scheduled by the District Superintendent.

### **2.31 Break Times**

In addition to scheduled one half (½) hour lunch breaks, employees shall be entitled to two (2), fifteen (15)-minute breaks each workday. Each employee's supervisor shall schedule all breaks, including lunch breaks, provided that, where possible, lunch breaks shall be scheduled between 12:00 o'clock P.M. and 12:30 o'clock P.M. for administrative personnel and between 11:30 o'clock A.M. to 12:00 o'clock P.M. for maintenance personnel. Once assigned, lunch periods and break times 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 and may combine break times with lunch breaks to provide a one (1) hour lunch break.

### **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 not less than three (3) days before their scheduled starting time on leave request forms provided by the District. The reason for and probable duration of the absence shall be provided by the employee. If an employee is absent due to sickness, they are expected to notify their immediate supervisor not less than one half-(½) hour before their scheduled starting time. 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 Administration is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

### **2.51 Pay Periods**

Non-exempt and exempt employees are paid on alternate Wednesdays in the week following the end of the two-week pay period. Pay periods begin and end on Saturday at midnight. When payday falls on a holiday, checks will be presented on the first workday prior to the holiday.

An employee who must be absent on payday may authorize in writing the release of their paycheck to a representative. The District does not assume responsibility for any paycheck after it is released to an authorized representative. Employees who must be absent from work for a prolonged period may request in writing that their check be mailed to a designated address.

### **2.52 Deductions**

Federal and state income taxes and Public Employee's Retirement Association of Colorado contributions are automatically deducted from employee paychecks, as is required by law. In addition, individual employees may authorize the following payroll deductions in writing:

Employee contributions for health and life insurance  
PERA 401K contributions

The District will make no other deductions.

## **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 termination.

### **2.61 Safety Rules**

The District adopted Safety Manual dated February 23, 1990, revised through March 14, 2014 establishes 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 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 termination. See District's Safety Manual, as amended for further information (FLMD RES 90-02 REV 3/14/14).

### **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 practical time. Failure to report promptly any accident involving injury or property damage may result in disciplinary action up to and including termination.

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 because 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 and vehicles used on the job. Equipment and vehicles, which are damaged, worn or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment and vehicles to their immediate supervisors.

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

## **3.00 Compensation**

### **3.10 Pay Schedule**

Employees are paid according to a pay schedule adopted by the Board of Directors. Current District pay schedule is based on job classifications and regional pay developed from the Special District Association biennial salary and benefits survey.

### **3.20 Holiday Pay**

Employees shall be compensated at their regular rate of pay for an eight (8) hour workday by the District for all District-designated holidays.

In the event an employee is called into work on a District-designated holiday, the employee will be paid double time for all hours worked up to eight (8) hours. This pay is in addition to the pay received from the District for the eight (8) hour holiday pay mentioned in the above paragraph.

If, on a District-designated holiday, an employee is called into work and the scope of that work results in the employee working more than eight (8) hours, the employee shall be paid triple time for all hours over eight (8) hours. This pay is in addition to the pay received from the District for the eight (8) hour holiday pay mentioned in the first paragraph. See Section 2.21 Overtime Compensation for more than 40 hours worked in the work week.

### **3.30 Insurance Benefits**

All regular full-time employees may be 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 unless otherwise required by state and federal law.

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

The District offers health and dental insurance for eligible employees. Information is available from District Administration 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 at their own expense as provided by state and federal law.

### **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. Specific information as to coverage and any available options is available from the District Administration.

### **3.33 Retirement Benefits**

Retirement benefits are provided pursuant to state law. Information concerning the retirement plan is available from the District Administration. The District provides retirement benefits through the Public Employees' Retirement Association (PERA).

### **3.40 Achievement Award**

Regular, full-time employees in good standing, beginning with their employment date shall be given an achievement award of \$200.00 per year of continuous employment completed with the District to be paid on every fifth-year anniversary date. The achievement award shall not be paid upon separation of employment between fifth year anniversary dates, separation not in good standing or the result of a disciplinary termination per Section 11.00 of this policy.

### **3.50 Clothing Allowance/Stipend Program**

Upon hiring, each member of Operations & Maintenance will receive a yearly clothing allowance/stipend each year they are employed by the District in accordance with the District Manager's Policies and Procedures. This will allow each employee to purchase items such as boots, overalls, jeans, shirts, etc. for completing work-related duties for the job. If the full amount is not used in the calendar year, it will not be paid out as additional compensation. The employee will follow established Department procedures for procuring the items.

## **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 forty (40) hours per week.

#### **4.10 Vacation**

Regular, full-time employees accrue vacation starting with their employment date per the following schedule and are entitled to use accrued vacation upon completion of the 90-day introductory period. If separation of employment occurs within the first full year of employment, accrued vacation would not be paid.

<u>Years Completed</u>	<u>Vacation Accrual Rate</u>	<u>Hours Month</u>	<u>Hours/Check 26 Checks/Yr.</u>	<u>Hours/Check 24 Check/Yr.</u>
0 – 4	80 hours/10 days	6.67	3.08	3.33
5 – 9	120 hours/15 days	10	4.62	5.00
10 – 14	160 hours/20 days	13.34	6.15	6.67
15 – 19	200 hours/25 days	16.67	7.69	8.33
20 – up	240 hours/30 days	20	9.23	10.00

Employees may accrue vacation from the date of hire and with each subsequent year. In no event shall an employee be permitted to accrue and carry over from one year to the next more than eighty (80) hours vacation.

Employees with 8 years or more of service to the District may be compensated annually in lieu of time off at their current rate of pay for accrued annual leave more than eighty- (80) hours that may be subject to loss. Employees must request pay in lieu of time off for the hours subject to loss, in writing and must be in good standing with the District.

Vacation shall not be used in advance of its accrual. Each employee's immediate supervisor must approve all use of vacation time. Vacations should only be taken as per the approved vacation schedule. Up to ten (10) working days may be granted at one time, or as approved by the supervisor.

Employees with one or more years of service with the District who have been inducted into the armed services without using their accrued vacation and are in good standing with the District shall be compensated at their current rate of pay for their accrued but unused vacation leave not to exceed eighty-(80) hours.

Employees with one or more years of service with the District who are retiring and/or in good standing with the District shall be compensated at their current rate of pay for their accrued but unused vacation leave not to exceed eighty-(80) hours.

Employees entitled to holiday pay shall not be charged vacation leave for holidays that fall within an employee approved vacation leave.

Regular, part-time employees do not receive vacation leave.

#### **4.20 Holidays**

The District provides the following paid holidays:

New Year's Day –	January 1 <sup>st</sup>
Martin Luther King, Jr. Day-	Third Monday in January
President's Day –	Third Monday in February
Memorial Day –	Last Monday in May
Independence Day –	July 4 <sup>th</sup>
Labor Day –	First Monday in September
Columbus Day -	Second Monday of October
Veteran's Day -	November 11 <sup>th</sup>
Thanksgiving Day –	Fourth Thursday in November
Christmas Day –	December 25 <sup>th</sup>

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. To receive pay for the designated holiday, an employee must have worked on or been paid for (including the use of sick time, vacation time or compensation time), the workday immediately preceding and the workday immediately following.

Regular, full time employees shall be paid for eight (8) hours on designated holidays in accordance with section 3.20 of this policy. Regular, part-time employees do not receive holiday pay unless the holiday is worked and then will be compensated in accordance with section 3.20 of this policy.

#### **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. Each employee's supervisor ordinarily must approve the use of paid leave in advance (minimum three- (3) days advance notice in writing on forms furnished by District). Unless advance approval is obtained, if possible, an employee may be charged for unpaid leave even if they are, absent for a reason for which leave could otherwise be used. In addition, absence from work without advance approval may subject an employee to disciplinary action, up to and including termination.

#### **4.31 Sick Leave**

Regular, full time employees shall begin to accrue sick leave starting with their employment date per the following schedule but shall not be eligible to use any accrued sick leave until after completing their probationary period. Accrual of sick leave shall not be prorated. Regular, part-time employees do not receive sick leave.

<u>Hours Month</u>	<u>Hours/Check 26 Checks/Yr.</u>	<u>Hours/Check 24 Checks/Yr.</u>
8.00	3.69	4.00

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) When an employee is required to be in attendance for the necessary medical care of a member of the employee's immediate family.
- (4) For medical, dental, and optical appointments for the employee or a member of the employee's immediate family.

Immediate family members are as defined under bereavement leave.

Employees must notify their immediate supervisors by whatever means possible as soon as practical in the case of sick leave uses for an illness or injury. 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 in accordance with section 4.30 Leave Time of this policy.

Sick leave may be used for fractions of workdays and the employee will be charged for the actual time absent from work. If illness or injury impairs an employee's job performance, the District may require that the employee leave work and use sick leave for the remainder of their workday.

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 from a physician regarding the nature of the employee's illness or injury and/or the employee's fitness to return to unrestricted work. A physician's statement is required after three-(3) or more consecutive days of sick leave use.

Sick leave may be accumulated from year to year up to 24 days (192 hours). The District, at the end of each calendar year shall pay regular, full-time

employees at their current rate of pay for all accrued but unused sick leave more than twenty-four-(24) days (192 hours).

Upon separation in good standing including retirement from employment, employees with less than five years of continuous service shall not be paid for accrued unused sick leave, employees with five to nine years of continuous service with the District may receive one half hour's pay at their regular rate for every one-hour of accumulated sick leave, employees with ten or more years of continuous service with the District may receive one hour's pay at their regular rate for every one-hour of accumulated sick leave unless such separation is not in good standing or the result of a disciplinary termination per Section 11.00 of this policy.

#### **4.32 Maternity Leave**

Childbirth 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 supervisor when pregnancies become known.

#### **4.33 Family and Medical Leave (50 or more employees)**

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for specified family and medical reasons. Generally, to qualify for such leave an employee must have worked at least 1250 hours for the District during the twelve months preceding the beginning of the leave. Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- a. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly placed child.
- b. To care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care.
- c. For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
- d. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious

injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.

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 (collective) 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 (30) days written 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.

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. 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 from the employee for the cost of providing such benefits.

#### **4.34 Personal Leave**

Each regular, full-time employee of the District is allowed up to one (1) day personal leave per year, which may be used in case of an emergency or upon approval of the employee’s supervisor. Such leave must be applied for in accordance with section 4.30 Leave Time of this policy and does not accumulate from year to year.

#### **4.35 Military Leave**

Regular, 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 without pay while they are engaged in training or other service under orders. Employees on fifteen-(15) day military leave may receive compensatory/vacation/sick hours accrual and will be allowed to charge time off against accrued vacation.

Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay, do not accrue vacation/sick hours for the duration of their service and shall be reinstated to regular employment rights upon separation from military service as required by law, provided they report to the District for work within ninety-(90) days from such separation.

The District does not provide pay to employees while on military leave or military leave while in their introductory period.

#### **4.36 Bereavement Leave**

Regular, full time employees who suffer a death in their immediate family will be allowed three (3) days leave at full pay and may request additional unpaid leave or the use of accrued compensatory/vacation/sick leave. For purposes of this policy, an employee's "immediate family" includes their spouse, children, parents, grandparents, grandchildren or siblings and the children, parents, grandparents, grandchildren or siblings of the employee's spouse.

#### **4.37 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 place the employee on sick leave and pay such employee their regular straight time pay for up to three (3) calendar days from the date of injury or onset of illness. After the third (3<sup>rd</sup>) day, any additional period of absence shall be charged to the employee's accumulated sick leave, accumulated vacation leave and accumulated compensatory time, in that order.

Unless an emergency, employees shall use the District's designated medical provider and report all work-related injuries or illnesses immediately to their supervisors.

Employees with an injury or illness shall provide the District with such information concerning their medical condition as the District may require. If at any time it has been medically determined that the employee is unable to

perform job related or essential functions of their job, the District may terminate the employee.

Employees who have missed work due to an injury or illness shall provide before returning to work a signed written release from the attending physician stating the employee is ready to return to normal work routine without restrictions, limits, or modifications of any kind.

#### **4.38 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.

#### **4.39 Unpaid Leave**

Under circumstances where employees are not eligible for paid leave, they 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 leaves (vacation, sick or compensatory) while on unpaid leave. Employees on unpaid leave may be eligible to receive group insurance benefits upon acceptance by the District's insurance carrier and their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

#### **4.40 Special Leave with Pay**

The District manager may grant special leave with pay for regular, full time employees to attend work related conferences, meetings, training programs, schools or other events that promote the District's interest. Special leave of more than three (3) days shall be approved by the Board of Directors.

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

Employees who are summoned for jury duty or subpoenaed in connection with their employment during 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 form 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.

### **5.00 EMPLOYMENT PRACTICES**

#### **5.10 Introductory Period**

Each new employee is normally employed on an introductory basis for ninety (90) days, unless otherwise required by the District Manager or the Board of Directors. During this introductory 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 period, an employee shall be considered a regular employee and as such may apply for transfer or promotion.

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.

**AT WILL, MEANS THAT EITHER YOU OR THE DISTRICT CAN TERMINATE EMPLOYMENT FOR ANY REASON OR NO REASON AT ANY TIME. NO ONE EXCEPT THE BOARD OF DIRECTORS HAS THE AUTHORITY TO AMEND THIS AGREEMENT.**

An employee's introductory period may be extended for an additional sixty (60) days at the discretion of the District. 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. If approved in advance, the

District will pay the fees and costs of education and training programs, which are specifically required by the District, unless otherwise stated herein. In addition, the District may 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.

It is each employee's responsibility to maintain state-mandated licenses, certificates, or credentials necessary for the performance of the employee's job. The District will provide each employee the following compensation upon submittal of proof of completion:

- Colorado Distribution or Collection Certificate I - \$.50 per hour increase
- Colorado Water or Wastewater Certificate I - \$.50 per hour increase
- Renewal of Colorado Water or Wastewater Certification - \$.50 per hour increase per each renewal
- Additional Colorado Water or Wastewater Classifications - \$1.00 per hour increase per classification, NOT to exceed 2 classifications higher than required by the District

The District will reimburse 100% of the application fees for successfully obtaining or renewing a required certificate in accordance with this policy. For certificate training units obtained via the internet, the District will reimburse 100% of the portion of Colorado approved training units left to obtain or renew a required certificate(s) per renewal period upon successful renewal of the applicable certificate(s). In no event will reimbursement exceed 100% of the certificate(s) requirement. Training units applicable to more than one certificate will be treated as one reimbursement. Certificate training obtained via the internet shall not be conducted on District time. Employees are required to submit to the District a written request for reimbursements and provide supporting documentation.

The District will not reimburse employees to re-obtain a Colorado certificate(s) and will reduce the employees pay as stipulated herein until the certificate(s) is re-obtained. This statement does not waive the requirements of obtaining and maintaining Colorado certificate(s) per the District's job descriptions or employment agreements.

Upon successful completion of a District-required certification, the employee will also be reimbursed 100% of the costs for mileage to and from the testing site (per current IRS rate), two (2) reasonably priced meals and one reasonably priced night of lodging if the testing site is more than five (5) hours from the District. Employees are required to submit to the District a written request for reimbursements and provide supporting documentation.

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. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested. Educational leave requests for more than three-(3) days require prior written Board of Directors approval.

### **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 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 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 may be 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 the new position.

### **5.50 Transfers**

An employee may be transferred through promotion, successful application for a vacant position, or at the discretion 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. Employees temporarily transferred to higher paying positions will be paid at the higher rate of pay after ninety (90) days. The District may approve payment at the higher rate prior to ninety (90) 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 termination authority over the other; or
- (2) One would directly or indirectly have authority over disciplinary action as to the other; or
- (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 of the other; or
- (5) One would be a District board member, a board member spouse or a close relative of a board member.

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 the 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 at 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, personal leave, bereavement leave, unpaid leave, special leave with pay 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 this policy.

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

Any employee who is regularly scheduled to work less than forty (40) hours per week is considered a part-time employee. Part-time employees are not eligible to participate in any group insurance programs offered by the District and are not provided vacation, sick leave, maternity leave, personal leave, bereavement leave, unpaid leave, special leave with pay or injury leave nor will the District provide any pay differential for military service, jury duty, or worker's compensation to part-time employees. Part-time employees are paid for holidays only if worked.

### **5.90 Employee Appraisals**

The District expects each of its employees to be appraised concerning their job performance at least annually. The appraisal process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance. The appraisal process is not meant to serve as a substitute for ongoing discussions between managers, supervisors, and employees.

Supervisors are expected to appraise each employee annually. This expectation 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 appraise employees regularly and consistently.

#### **5.91 Appraisal Standards**

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

#### **5.92 Appraisal Process**

The appraisal 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 appraisal by the appraiser's supervisor.

Each written appraisal shall become a part of the appraised employee's personnel record.

## **6.00 LAYOFF**

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

## **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 of alcoholic beverages of any kind and drugs other than those prescribed by a physician or obtained from a legal over-the-counter source on District premises which includes District vehicles and equipment. 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 work while impaired by or under the influence of alcohol or drugs to the slightest degree. Employees who report to work impaired by or under the influence of drugs or alcohol shall be relieved of their duties immediately and without pay.

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

### ***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 in writing of the conviction or plea within five days. Failure to so notify the District may result in disciplinary termination of employment.

### **7.22 Drug and Alcohol Testing**

All District employees required to hold commercial driver's licenses shall be subject to a drug and alcohol-testing program that fulfills the requirements of Code of Federal Regulations Title 49, Part 382. Test shall be conducted in accordance with District's adopted Drug and Alcohol Testing Policy dated December 12, 1995 as amended.

Alcohol and drug testing are not optional. 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 termination. Employees will be deemed to have refused to submit to testing if they are unavailable or fail to provide samples sufficient for testing absent any medical necessity. See District's drug and alcohol testing policy, as amended for additional information.

Verified positive tests for alcohol or drugs shall subject employees to disciplinary action up to and including termination.

### **7.30 Sexual Harassment**

The District prohibits any harassment of its employees based on sex. 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; or
- 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.

Supervisors are held accountable for the effective administration of this policy. Employees who believe they have been harassed should promptly notify their supervisors or the District Manager. Upon notification of such harassment, any supervisor shall immediately investigate, take action to prevent any further harassment, and report their findings and course of action to the District Manager.

Investigation of reported harassment 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 reporting sexual harassment pursuant to this policy.

Any violation of this policy will result in discipline, up to and including termination.

#### **7.40 Use of District Property, Vehicles, Equipment and Facilities**

District property, which also includes equipment and facilities, is to be used only by authorized and qualified District employees 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 termination.

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. The District Manager, Superintendent, Foreman, and assigned stand by employee are the only personnel authorized to use District vehicles after hours to commute to and from the workplace unless otherwise authorized by the District Manager. Unauthorized or improper use of District vehicles may result in discipline, up to and including termination.

The personal use of District large equipment (grader, roller, loader, backhoe, dump, and plow trucks, etc.) is not authorized at any time. The personal use of District property for hire is not authorized at any time.

Authorized personal use of other District property is at employees' own risk and expense if damaged or lost while in their personal possession.

#### **7.50 Conflict of Interest**

District employees shall not place their personal interests above the best interest 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 they supervise; or
2. Take any official action directly and substantially affecting to its economic benefit a business or other undertaking in which they have a substantial direct or indirect financial interest or business arrangement; or

3. Disclose or use confidential information acquired in the course of their official duties to substantially further their personal financial interests; or
4. Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence them in the discharge of their responsibilities, or which could be construed as a reward for action or non-action taken in the course of their official duties.

Employees who know or reasonably should know they have a potential conflict of interest shall disclose such potential conflict to their supervisors.

### **7.60 Polygraph Tests**

While investigating alleged wrongdoing during official business, the District may request that an employee take a polygraph examination or may offer an employee the opportunity to take such an examination. No employee, however, may be disciplined or terminated for refusing such a request or declining such an offer. If employees agree to take a polygraph examination, they may terminate the examination at any time without penalty.

### **7.70 Off-Duty Conduct**

The District reserves the right to take appropriate disciplinary action including termination 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.

### **7.80 PERSONAL HYGIENE**

Employees, while at work are required to present a clean, well-groomed appearance. Employees are also expected to wear clothing that is appropriate for their job including but not limited to safety gear. Employees who arrive at work that are not clean and well-groomed will be placed on administrative leave without pay until such time as they comply with this policy. Repeat violations of this policy or failure to return to work within one (1) business day when placed on administrative leave without pay for violating this policy shall subject employee to further disciplinary actions up to and including disciplinary termination.

## **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 and not to limit the District's right to take such action, as it may deem appropriate in any give instance.

### **8.10 Disciplinary Rules**

The following conduct may result in disciplinary action, to and including immediate termination. This list is not exhaustive; the District reserves the right to discipline, suspend, or terminate 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. Violation of the District's residency policies.
8. Carelessness, negligence, or misuse of District property, vehicles, equipment or facilities.
9. Theft, vandalism or destruction of District property, vehicles, equipment, or facilities.
10. Improper use of District property, vehicles, equipment, or facilities, including communications equipment.
11. Violation of the District's safety policy.
12. Unauthorized absence.
13. Frequent or habitual tardiness.
14. Leaving assigned work area without prior authorization.
15. Violation of the District's conflict of interest policy.
16. Violation of the District's nepotism policy
17. Possession of firearms or dangerous weapons on District property.
18. Misuse of sick leave.
19. Misuse of break periods.
20. Release of confidential information of the District.
21. Violation of the District's sexual harassment policy.

22. Failure to report for work without proper notification.
23. Inducing or encouraging any employee of the District to violate any District rule, policy, or directive.
24. Engaging in an unauthorized interruption of work.
25. Loss of any license, certificate or other credential required for the performance of a job responsibility.
26. Any other acts detrimental to the District.

### **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. An oral 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 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.

## **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. Employees may present a written complaint to their supervisors 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 ten (10) working days. The supervisor shall advise the District Manager 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, the supervisor and the District Manager. Such request shall also specify the nature of the grievance and the policy or policies at issue. The employee, the supervisor and the District Manager shall meet as soon as practicable thereafter and the District Manager shall respond to the grievance in writing within ten (10) 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, the supervisor, the District Manager and the District Personnel Committee. The employee, the supervisor, the District Manager, and the District Personnel Committee shall meet as soon as is practicable and District Personnel Committee shall respond to the grievance within ten (10) working days, circumstances permitting. The decision of the Personnel Committee 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 District Manager. 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 District Manager 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. Employees are responsible for providing the District with records concerning any licenses or certificates required for the performance of their 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 District Manager. Employees may authorize the release of specified personnel records by executing a written request designating the records 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 inquires, 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 the 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 at their regular rate of pay and accrued but unused vacation in accordance with section 4.10 of this policy but shall not be paid for accrued but unused sick leave. Employees who are terminated for disciplinary reasons may be entitled to continue coverage under the District's group health insurance programs at their own expense as provided by state and federal law.

### ***11.20 Layoff***

Employees who are laid off may be eligible for rehire. At the time of lay off, employees shall be paid for accrued but unused compensatory time at their regular rate of pay and accrued but unused vacation in accordance with section 4.10 of this policy and for accrued but unused sick leave in accordance with section 4.31 of this policy. Laid off employees may be eligible to continue coverage under the District's group health 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 they do not resign under threat of termination, give the District at least two (2) weeks written notice, return all District property, and complete necessary exit procedures. A resignation may be withdrawn prior to its effective date if approved by the District.

Employees who resign in good standing shall be paid for all accrued but unused compensatory time at their regular rate of pay and accrued but unused vacation in accordance with section 4.10 of this policy and for accrued but unused sick leave in accordance with section 4.31 of this policy. Employees who resign not in good standing shall not be paid for their accrued but unused sick leave.

### ***11.40 Retirement***

Employees who retire are not eligible for rehire. Upon retirement, employees shall be paid their accrued but unused compensatory time at their regular

rate of pay and accrued but unused vacation in accordance with section 4.10 of this policy and for their accrued but unused sick leave in accordance with section 4.31 of this policy.

### ***11.50 Exit Procedure***

Employees who are laid off, resign, or retire shall contact the District Manager to provide all information required for separation and to make arrangements concerning return of District property, 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***

The District may not employ a board member, board member spouse or close relatives of a board member.

No board member, board member spouse, or close relative of a board member may become an employee of the District for at least one hundred eighty (180) days from the time the board member was last a member of the Board of Directors.

When employees of the District are elected to the District Board, they must resign their employment with the District or resign from the District Board. Failure to do so shall result in termination of employment.

### ***12.30 Smoke and Vape Free Environment***

In the interest of providing a safe and healthy environment for employees, customers and visitors, the District PROHIBITS smoking, vaping, or the use of chewing tobacco products in all District facilities, vehicles, and equipment. All employees are required to observe and promote compliance with this smoking and vaping policy by all employees, customers, and visitors. Employees who violate this smoke and vape free policy are subject to disciplinary action, up to and including termination.

### **12.40 Expenses**

The District reimburses employees for reasonable and necessary expenses 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 reimburse employees for use of their personal vehicles on District business per the current IRS rate schedule.

All requests for reimbursement for expenses shall be submitted in writing to the District Manager. The District reserves the right to limit the amount it reimburses employees if the expense is deemed unreasonable or unnecessary.

### **12.50 Outside Employment**

District employees shall not engage in outside employment which interferes with the proper and effective performance of their duties or which results in a conflict of interest. Requirements of employment with the District shall have priority over any requirements of outside employment.

Employees of the District who wish to engage in outside employment shall notify their supervisors prior to accepting such employment. The employee's supervisor shall contact the District Manager for approval of such 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; or
- b) when there is a need to determine whether employees can perform the essential functions of their jobs; or
- c) as may be required to determine the necessity or feasibility of reasonable accommodations for a disability; or
- 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/Computers/Inspections**

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

Computers and email systems are District property and the equipment must be used only for company business. The District reserves the right to monitor and inspect computer and internet usage and emails for any reason.

### **12.80 Residency**

*The District residency policy requires all key Operations & Maintenance personnel must live at a location where response drive time to the shop and Forest Lakes Subdivision will not exceed 30 minutes at any time of the year. The FLMD Supervisor and District Manager will work together to approve/deny requests to reside at different locations and will make any adjustments as needed to meet the needs of the organization.*

*Employee must be able to maintain contact with Forest Lakes Metropolitan District personnel and control systems by radio, telephone, or cellular phone at their place of residency.*

*Key employees for purposes of this residency policy are hereby defined as all full time District Operations & Maintenance personnel.*

*Key employees not in compliance with this policy shall have ninety (90) days to comply with this policy or be subject to disciplinary action including termination. (FLMD RES 2017.05).*

## INDEX

<hr/>			
<b>A</b>			
<i>Achievement Award</i> ·	14	<i>PERA 401K</i> ·	11
<i>Acknowledged Receipt</i> ·	1	<i>State Income Taxes</i> ·	11
<i>Administrative Leave</i> ·	21	<i>Demotion</i> ·	32
<i>Alcohol</i> ·	28	<i>Designated Medical Provider</i> · 1	20
<i>Appraisal</i>		<i>Desks/Lockers/Storage/Computers/Ins</i>	
<i>process</i> ·	26	<i>pections</i> ·	38
<i>standards</i> ·	26	<i>Detrimental Acts</i> ·	32
<i>At Will</i>		<i>Discipline</i> ·	31
<i>authority</i> ·	22	<i>Disclaimer</i> ·	6
<i>defined</i> ·	22	<i>District</i>	
<i>employment</i> ·	22	<i>Equipment</i> ·	29
<i>Attendance</i> ·	10	<i>Facilities</i> ·	29
<hr/>		<i>Manager</i> ·	6
<b>B</b>		<i>Property</i> ·	29
<i>Bereavement Leave</i> ·	20	<i>Vehicles</i> ·	29
<i>Board Membership of Employees</i> ·	36	<i>Drug and Alcohol Testing</i> ·	22
<i>Board of Directors</i>		<i>Drugs</i> ·	27
<i>authority</i> ·	6	<hr/>	
<i>responsibility</i> ·	7	<b>E</b>	
<i>Break Times</i> ·	9	<i>Education</i> ·	18
<hr/>		<i>Employee</i>	
<b>C</b>		<i>appraisals</i> ·	26
<i>Carelessness</i> ·	31	<i>exempt</i> ·	9
<i>Christmas Day</i> ·	16	<i>Equal Employment Opportunity Policy</i> ·	7
<i>Close Relative</i> ·	25	<i>Exit Procedure</i> ·	36
<i>Compensation</i> ·	13	<i>Expenses</i> ·	37
<i>Columbus Day</i>	16	<hr/>	
<i>Compensatory Time</i> ·	8	<b>F</b>	
<i>Conduct</i> ·	27	<i>Falsification</i> ·	31
<i>Confidential Information</i> ·	25	<i>Family and Medical Leave</i> ·	18
<i>Conflict of Interest</i> ·	29	<i>Firearms</i> ·	31
<i>Convictions</i> ·	27	<i>Full-Time</i> ·	13
<i>Court Time</i> ·	22	<hr/>	
<hr/>		<b>G</b>	
<b>D</b>		<i>Grievances</i>	
<i>Dangerous Weapons</i> ·	31	<i>procedure</i> ·	33
<i>Deductions</i>		<i>purpose</i> ·	33
<i>Federal Income Taxes</i> ·	11	<hr/>	
<i>Insurance</i> ·	11	<b>H</b>	
<i>PERA</i> ·	11	<i>Health Examinations</i> ·	37
<hr/>		<i>Holiday Pay</i> ·	13
		<i>Holidays</i> ·	16

<i>Hours of Work ·</i>	98
<i>Housekeeping ·</i>	12

---

**I**

<i>Immediate Family ·</i>	17
<i>Independence Day ·</i>	16
<i>Injury ·</i>	12
<i>Insubordination ·</i>	31
<i>Insurance</i>	
<i>dental ·</i>	13
<i>health ·</i>	13
<i>life ·</i>	14
<i>Insurance Benefits ·</i>	11
<i>Interruption of Work ·</i>	32
<i>Introduction ·</i>	6
<i>Introductory Period ·</i>	22

---

**J**

<i>Jury Duty ·</i>	22
--------------------	----

---

**L**

<i>Labor Day ·</i>	16
<i>Layoff ·</i>	27
<i>Leave Time ·</i>	16
<i>Loss of</i>	
<i>certificate ·</i>	32
<i>license ·</i>	32
<i>other credentials ·</i>	32
<i>Lunch ·</i>	8

---

**M**

<i>Maintenance / Housekeeping ·</i>	12
<i>Martin Luther King, Jr</i>	16
<i>Maternity Leave ·</i>	25
<i>Memorial Day ·</i>	16
<i>Mileage Reimbursement ·</i>	23
<i>Military Leave ·</i>	20
<i>Misuse ·</i>	29

---

**N**

<i>Negligence ·</i>	31
<i>Nepotism ·</i>	25
<i>New Year's Day ·</i>	16
<i>Notice of Absence ·</i>	10

---

**O**

<i>Off-Duty Conduct ·</i>	30
<i>On-Call Time ·</i>	7
<i>Operations &amp; Maintenance</i>	10
<i>Outside Employment ·</i>	37
<i>Overtime ·</i>	8

---

**P**

<i>Part-Time Employment ·</i>	26
<i>Pay Periods</i>	
<i>exempt ·</i>	11
<i>non-exempt ·</i>	11
<i>Pay Policies and Procedures ·</i>	11
<i>Pay Schedule ·</i>	13
<i>PERA 401K ·</i>	11
<i>Personal</i>	
<i>hygiene ·</i>	30
<i>leave ·</i>	19
<i>use of District property ·</i>	29
<i>vehicles ·</i>	29
<i>Physical Violence ·</i>	31
<i>Pictures or Posters ·</i>	12
<i>Political Activity ·</i>	36
<i>Polygraph Tests ·</i>	30
<i>President's Day ·</i>	16
<i>Promises ·</i>	6
<i>Promotions ·</i>	24
<i>Property Damage ·</i>	12
<i>Purpose and Scope of Policies ·</i>	6

---

**R**

<i>Records</i>	
<i>employee ·</i>	25
<i>personnel ·</i>	25
<i>release ·</i>	31
<i>Regular Employee ·</i>	22
<i>Reporting</i>	
<i>accidents ·</i>	12
<i>convictions ·</i>	27
<i>Residency ·</i>	31
<i>Resignations ·</i>	35
<i>Retirement ·</i>	35
<i>Retirement Benefits</i>	
<i>PERA ·</i>	11

