

**Rio Grande Watershed Conservation & Education Initiative  
PERSONNEL POLICIES**

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## **1.0 INTRODUCTION**

### **1.1 Disclaimer**

#### **IMPORTANT**

**The policies and procedures contained in this handbook do not represent a contract, and should not be relied upon as binding, inflexible promises made by the Rio Grande Watershed Conservation & Education Initiative (RGWCEI). RGWCEI reserves the right to change or rescind these policies at any time, as well as the right to determine their meaning, purpose, and effect. RGWCEI 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. As further described in section 1.3 below, employment with RGWCEI is at-will.**

### **1.2 Purpose and Scope of Policies**

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

### **1.3 Employment At-Will**

Employment with RGWCEI is "at-will." Any employee may be terminated with or without cause, a statement of reasons, or a hearing, just as any employee may resign at any time, for any reason. Nothing in this handbook is intended to modify RGWCEI's at-will employment policy.

### **1.4 Board of Directors**

Ultimate responsibility for operation of RGWCEI is vested in the Board of Directors. The Board retains the right to operate RGWCEI consistent with its legal authority. The Board of Directors has the authority to hire the Executive Director of RGWCEI, determine the budget of RGWCEI, determine the level of any activity or service provided by RGWCEI, and determine planning or staffing levels.

RGWCEI 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.

### **1.5 Executive Director of RGWCEI**

The day-to-day operation of RGWCEI is the responsibility of the Executive Director, including, but not limited to, the right to direct the work of employees; hire, promote, classify, evaluate, and retain employees in positions with RGWCEI; demote, suspend, discharge, or otherwise discipline employees; transfer, assign and schedule employees; lay off employees; determine and implement the methods, equipment, facilities, personnel, and other means by which RGWCEI operations are to be conducted; take steps it deems necessary to maintain the efficiency and safety of operations.

## 1.6 Full-Time Employees

Full-time employees are employees who are regularly scheduled to work at least 40 hours per week. Full-time employees are eligible for benefits and leave time as set forth in these Policies.

## 1.7 Part-Time Employees

A Part-Time employee is any employee regularly scheduled to work less than forty (40) hours per week. Except when explicitly addressed, Part-Time employees who are regularly scheduled to work for at least twenty-four (24) hours are eligible for all benefits and leave time described in these Policies, provided that such leave time shall accrue, and such benefits shall be paid for by RGWCEI in the same proportion that the number of hours worked by the employee bears to forty (40) hours. **For purposes of example only: an employee who is regularly scheduled to work 30 hours shall receive 75% of benefits and leave time provided for in these Policies [ $30 \div 40 = 0.75$ ]. Therefore, the Part-Time employee would receive 7.5 vacation days per year.** Employees who are regularly scheduled to work less than twenty-four (24) hours per week are not entitled to benefits or leave time.

## 1.8 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 provided benefits or leave time, nor will RGWCEI provide any pay differential for military service, jury duty, or worker's compensation. Temporary employees are paid for holidays only if worked. Temporary employees are entitled to overtime compensation as provided for in these policies.

Temporary employees may include service volunteers such as but not limited to the Mennonite Voluntary Service or Americorps service members. These service members shall adhere to the signed agreement contracts for conditions of service, including leave, vacation, direct service hours required, grievance policy procedures, and evaluations.

## 1.9 Exempt Employees

Salaried executive, managerial, and supervisory employees, are considered exempt employees who are not eligible for overtime compensation of any kind.

## 1.10 Equal Employment Opportunity/Anti-Discrimination Policy

RGWCEI does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and participants. RGWCEI is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender,

national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity, or gender expression.

## **2.0 WORKING CONDITIONS**

### **2.1 Work Week**

The regular work week shall be forty (40) hours for all non-exempt employees, ordinarily to be worked in five (5) consecutive days, Monday – Friday, for an eight hour period each day, unless otherwise specified or as directed by the Executive Director.

### **2.2 Hours of Work**

Hours of work are flexible due to the nature of the non-profit organization. Staff may be asked to work more than a 40 hour work week, in which case compensation time off shall be given accordingly. Staff may be required to work outside of what is considered a "normal" work schedule and such schedules are dependent on the nature of the programs being administered. For example purposes only, if a school program necessitates staff begin the day at 7 am with no opportunity for a lunch break, staff will be allowed to finish their work day at 3 pm. Staff may also be required to work on weekends, in which case a compensation day off during the week will be allowed.

### **2.3 Attendance**

Regular attendance by all employees is important to the successful operation of RGWCEI. Employees are expected to maintain a good attendance record.

### **2.4 Notice of Absence**

Employees who must be absent from work ordinarily are expected to notify their immediate supervisors not less than two (2) work days prior to the planned absence. For an unplanned absence employees shall notify their supervisor as soon as it is possible. The reason for and probable duration of the absence shall be provided by the employee. An employee's failure to provide such notice may result in disciplinary action, including termination.

### **2.5 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.

### **2.6 Safety**

It is the responsibility of each employee conduct themselves in a manner that will not endanger themselves or other employees. If any employee is requested to engage in activities that differ from their usual activities it is the employee's responsibility to determine what safety procedures should be observed in collaboration with their supervisor. 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, including termination.

### **2.7 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 no later than twenty-four hours from the incident. Failure to report promptly any accident involving injury or property damage may result in disciplinary action, including termination. The Manager may request that the employee provide a written report describing the incident or accident

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

## **2.8 Maintenance/Housekeeping**

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

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

## **2.9 Immediate Family**

For purposes of this policy, an employee's "immediate family" includes his or her spouse, children, parents, grandparents, grandchildren, or siblings, and the parents, siblings or children of the employee's spouse.

## **3.00 COMPENSATION**

### **3.1 Pay Policies and Procedures**

RGWCEI's Executive Director is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

### **3.2 Pay Periods**

Employees are paid once each month on the last day of the month (30<sup>th</sup> or 31<sup>st</sup>). When payday falls on Saturday, checks will be available the first work day preceding Saturday. When payday falls on a holiday or Sunday, checks will be available the next following work day.

### **3.3 Deductions**

Federal and state income taxes, IRA or other 401K as arranged with employer, and other withholdings required under federal or state law, are automatically deducted from employee paychecks, as is required by law.

### **3.4 Direct Deposit**

Employees will 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.

### **3.5 Holiday Pay**

Nonexempt Full-Time employees who work on federal or state-designated holidays shall be compensated at double their regular rate of pay, or their rate of pay plus compensatory time at the rate of one hour for each hour worked. Employees must have approval of their supervisor before working on Holidays.

### **3.6 Insurance Benefits**

RGWCEI carries Workers Compensation, Directors and Operators, General Liability, and Property Insurance, as required by law. RGWCEI does not provide any additional insurance benefits.

### **3.7 Retirement Benefits**

All regularly employed Full or Part-Time employees must participate in some form of retirement benefits, whether private IRA or 401k accounts, or a state retirement account. Information concerning specific details of retirement plans are available from RGWCEI's accountant.

### **3.8 Overtime**

RGWCEI may require employees to work overtime. Non-exempt Full-Time employees shall receive overtime compensation for hours actually worked over forty (40) hours during any Work Week or over eight (8) hours during any day. Overtime shall not be worked or compensated unless approved by an authorized representative of RGWCEI.

### **3.9 Overtime Compensation**

Non-exempt Full-Time employees who work more than forty (40) hours in a Work Week, or more than eight (8) hours in a day shall be paid one and one-half (1-1/2) times their regular rate of pay as determined by RGWCEI pay schedule, unless compensatory time is provided for the overtime worked. Non-exempt Part-Time employees are not entitled to overtime compensation unless they have worked more that forty (40) hours in a Work Week.

### **3.10 Compensatory Time**

Overtime, as defined in section 3.9 above, actually worked by non-exempt employees may be compensated in compensatory time of one and one-half (1-1/2) hours for each overtime hour worked. It is understood that in agreeing to work for RGWCEI, employees agree to accept compensatory time in compensation for overtime actually worked when deemed appropriate by RGWCEI. Employees will be advised in advance whether overtime will be compensated with compensatory time or with payment at one and one-half (1-1/2) time the employee's regular rate.

Employees are not permitted to accumulate more than forty (40) hours of compensatory time. Any employee may be directed to use accrued but unused compensatory time where he or she has accumulated the maximum permissible number of hours or, in the alternative, the employee may be

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

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

##### **4.1 Holidays**

RGWCEI provides the following paid holidays:

- New Year's Day (January 1)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day
- Christmas Day (December 25)
- Day After Christmas Day (December 26)

Full-Time employees shall be paid at their regular rate of pay for eight (8) hours.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees who are normally scheduled to work on Saturdays or Sundays will observe the actual day of the holiday. To receive pay for a designated holiday, an employee must have worked on or been paid for the work day immediately preceding and the work day immediately following the holiday.

##### **4.2 Vacation**

Employees accrue vacation according to the following schedule:

<u>Years Completed</u>		<u>Vacation Days Per Year</u>
0 - 5	6.67 hours per month	(10 days)
5 - 10	10 hours per month	(15 days)
10 - 15	12 hours per month	(18 days), and so on

Employees may not accrue vacation from one year to the next. Unused vacation time at the end of the fiscal year (December) will be erased. In no event shall an employee be permitted to accrue more than eighty (80) hours of vacation time.

Vacation shall not be used in advance of its accrual. All use of vacation time must be approved by the employee's immediate supervisor or the Board of Directors.

Absent written agreement to the contrary, signed by RGWCEI's Executive Director, employees will be paid for accrued but unused vacation after voluntarily terminating their employment. Accrued but unused vacation shall be paid at their current regular rate for such vacation time not to exceed eighty (80) hours.

##### **4.3 Leave Time**

RGWCEI provides paid or unpaid leave for use by employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave ordinarily must be approved in advance by RGWCEI's Executive Director or Board. Unless advance

approval is obtained, an employee may be charged for unpaid leave even if he or she is absent for a reason for which leave could otherwise be used. In addition, absence from work without advance approval may subject an employee to discipline, including termination.

#### **4.3.1 Sick Leave**

Full-Time employees accrue sick leave monthly at the rate of 6.67 hours per month. The employee can accrue up to 240 hours of sick leave, which may roll over to the next year. Sick leave hours remaining at the time of termination, whether voluntary or involuntary, will not be paid and will be lost to the employee.

Sick leave may be used only for the following purposes:

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

Employees who know in advance that they will be using sick leave (for example, when a health examination or medical treatment has been scheduled) are expected to notify RGWCEI's Manager at least 48 hours prior to taking the time off and anticipated duration of their absence.

Sick leave may be used for fractions of work days, however employees will be charged for a minimum of one (1) hour each time sick leave is used. If illness or injury impairs an employee's job performance, RGWCEI may require that the employee use sick leave for the remainder of his or her work day or such longer period as may be necessary.

RGWCEI reserves the right to require at any time that an employee using sick leave or returning from sick leave provide a written statement of a physician regarding the nature of the employee's illness or injury and/or the employee's fitness to return to work.

#### **4.3.2 Parental Leave**

Upon the birth or adoption of a child by an employee and/or his or her spouse or partner, a Full-Time, permanent employee may utilize accrued compensatory time, accrued sick leave, and accrued vacation time, in that order. In addition, the employee may be provided up to six (6) weeks unpaid parental leave. Such unpaid leave may be renewed upon the employee's request at the discretion of RGWCEI.

#### **4.3.3 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 up to fifteen (15) days each calendar year while they are engaged in training or other service under orders. The employee will be paid the difference between their current rate of pay and the pay received for military service. To receive such pay, an employee must provide a military pay statement verifying the amount received by him or her for military service.

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 RGWCEI for work within ninety (90) days from such separation.

#### **4.3.4 Bereavement Leave**

Full and Part-Time employees who suffers a death in his or her immediate family will be allowed three (3) days leave at full pay and may request additional unpaid leave.

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

Full and Part-Time employees who incur a work-related injury or illness are entitled to benefits pursuant to the Worker's Compensation Act. RGWCEI shall pay such employee the difference between his or her Worker's Compensation benefits and his or her regular straight time pay for up to ten (10) calendar days from the date of the injury or onset of illness. After the 10th day, any additional period of injury leave shall be charged to the employee's accumulated sick leave, compensatory time, and vacation time, in that order. Any employee on injury leave shall provide RGWCEI with such information concerning his or her medical condition as RGWCEI may require from time to time.

#### **4.3.6 Administrative Leave**

Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, or under such other circumstances as may be deemed necessary by RGWCEI. Employees placed on administrative leave will be advised of the reason for the leave.

#### **4.3.7 Unpaid Leave**

Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave on such terms and conditions as may be permitted by RGWCEI in its discretion. Unpaid leave shall not be granted for more than one (1) month, but may be renewed by RGWCEI upon its expiration.

Employees shall not accrue vacation, sick leave, compensatory time or any other leave time as described in this section 4.0 while on unpaid leave.

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

#### **4.3.8 Jury Duty/Court Time**

Employees who are 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 RGWCEI or an equivalent amount deducted from the employee's pay.

#### **4.3.9 Voting**

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

### **5.0 EMPLOYMENT PRACTICES**

#### **5.1 Probationary Period**

Each new employee is employed on an probationary basis for a minimum of thirty (30) days, which may be extended by RGWCEI Executive Director or Board of Directors for up to a total of ninety (90) days. During this probationary period employees will undergo orientation, will receive such training as is deemed appropriate, and will be evaluated by RGWCEI's Executive Director or the Board. Upon successful completion of the probationary period, an employee shall be considered a Full-time, permanent employee and as such may apply for transfer or promotion.

Probationary employees shall accrue benefits as set forth in Section 4 above, except that such benefits shall be forfeited if the probationary employee is terminated before or at the end of the probationary period. Probationary employees hired as Part-Time employees are subject to the limitation on benefits and leave time set forth in section 1.8 above.

## **5.2 Training and Education**

RGWCEI supports education and training programs which improve the skills, qualifications, and performance of RGWCEI employees. RGWCEI will pay the fees and costs of education and training programs which are specifically required for the employee's position. In addition, RGWCEI may in its discretion approve payment of all or a portion of the fees and costs of education or training programs requested by employees. RGWCEI's approval of payment for one segment, portion, or course, which is a component of an education or training program does not obligate RGWCEI to pay for any additional segment, portion, or course.

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

Educational leave is available, at RGWCEI's discretion, to assist employees in developing professional and technical skills related to employment with RGWCEI. Such leave may be granted in RGWCEI's discretion, to attend professional or technical conferences, training seminars, schools, or programs. Educational leave must be approved in advance by RGWCEI's Executive Director or the Board of Directors. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

## **5.3 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 provided vacation, sick leave, maternity leave, parental leave, personal leave, bereavement leave, or injury leave, nor will RGWCEI provide any pay differential for military service, jury duty, or worker's compensation to temporary employees. Temporary employees are paid for holidays only if worked. Temporary employees are entitled to overtime compensation as provided for in these policies.

## **5.4 Employee Evaluations**

RGWCEI expects each of its employees to be evaluated concerning his or her job performance at least annually. The evaluation process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance. The evaluation process is not meant to serve as a substitute for ongoing discussions between supervisors and employees.

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

### **5.5.1 Evaluation Standards**

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

### **5.5.2 Evaluation Process**

The evaluation process shall permit oral and written responses by employees, and shall require annual written evaluations for each employee, which are signed by the employee and the supervisor conducting the evaluation. If the employee refuses to sign the evaluation, it shall be noted and dated on the evaluation by the evaluator.

Each written evaluation shall become a part of the employee's personnel record. The employee records shall be kept securely in the Executive Director's locked files.

## **6.0 EMPLOYEE CONDUCT**

### **6.1 General Rules of Conduct**

RGWCEI expects all of its employees to act in the best interests of RGWCEI and its constituents. It is the responsibility of all employees to observe all rules, policies, operating procedures and directives of RGWCEI. RGWCEI 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 RGWCEI 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**

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

No employee is permitted to report for duty while impaired by or under the influence of drugs or alcohol. Any employee who reports to work impaired by or under the influence of drugs or alcohol shall be subject to discipline, up to and including immediate termination.

#### **6.2.1 Drug and Alcohol Testing**

All RGWCEI employees required to hold commercial drivers' licenses may 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 RGWCEI. 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 drug 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) A drug or alcohol test shall be conducted if and when an employee who has violated RGWCEI'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.
- (e) An employee who violates RGWCEI's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Such follow-up testing shall be conducted just before, during, or just after the performance of safety sensitive functions.

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

Any driver who refuses to submit to a drug or alcohol test required by this Policy shall not perform or continue to perform safety-sensitive duties and will be subject to discipline up to and including termination. An employee will be deemed to have refused to submit to testing if he or she is unavailable or fails to provide samples sufficient for testing absent any medical necessity.

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

### **6.3 Sexual Harassment**

RGWCEI prohibits any harassment of its employees on the basis of 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 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.

Both supervisors and Executive Directors are held accountable for the effective administration of this sexual harassment policy. Employees who believe they have been harassed should promptly notify their immediate supervisor or the Executive Director. Upon notification of such alleged harassment, the supervisor shall notify the Executive Director and the Executive Director shall immediately investigate, take action to prevent any further harassment, and report his or her findings and course of

action to the Board of Directors. In the case where the Executive Director is accused of sexual harassment all reporting and investigations shall be conducted by the Board of Directors.

Investigations 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.

#### **6.4 Use of RGWCEI Property**

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

#### **6.5 Use of RGWCEI Vehicles**

RGWCEI vehicles may be used only for the purpose and in the manner authorized by RGWCEI. Only authorized and qualified RGWCEI employees may operate RGWCEI 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 RGWCEI vehicles. Unauthorized or improper use of RGWCEI vehicles may result in discipline, up to and including termination.

#### **6.6 Conflict of Interest**

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

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

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

#### **6.7 Off-Duty Conduct**

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

- (a) Relates to a bona fide occupational requirement or is reasonably and rationally related to the employment activities and responsibilities of the employee; or
- (b) Is necessary to avoid a conflict of interest or the appearance of such a conflict with any of the employee's responsibilities.

## **7.0 DISCIPLINE**

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

### **7.1 Disciplinary Rules**

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

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 RGWCEI, 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 RGWCEI documents.
6. Violation of RGWCEI's drug and alcohol policy.
7. Carelessness, negligence, or misuse of RGWCEI property.
8. Theft, vandalism, or destruction of RGWCEI property.
9. Improper use of RGWCEI vehicles or equipment, including communications equipment.
10. Violation of safety rules or practices.
11. Unauthorized absence.
12. Frequent or habitual tardiness.
13. Violation of RGWCEI's conflict of interest policy.
14. Violation of RGWCEI's nepotism policy.
15. The unlawful possession of firearms or dangerous weapons on RGWCEI property.
16. Misuse of sick leave.
17. Misuse of break periods.
18. Release of confidential information of RGWCEI.
19. Violation of RGWCEI's sexual harassment policy.
20. Failure to report for work without proper notification.
21. Inducing or encouraging any employee of RGWCEI to violate any RGWCEI rule, policy, or directive.
22. Engaging in any unauthorized interruption of work.
23. Loss of any license, certificate, or other credential required for the performance of a job responsibility.

### **7.2 Disciplinary Action**

RGWCEI favors progressive disciplinary action, however, the level of discipline to be imposed for an infraction shall be that which RGWCEI, through its Board of Directors, Executive Directors, or supervisors, deems appropriate under the circumstances. RGWCEI 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 or her supervisor, setting forth the fact of the suspension, the

reason for the suspension, and the duration of the suspension. If the employee refuse to sign the written statement, it shall be noted and dated on the statement.

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.

## **8.0 GRIEVANCES**

RGWCEI has established a grievance procedure which is available to any employee or participant in RGWCEI programs for the resolution of complaints, disputes, or concerns regarding the interpretation or application of RGWCEI policies. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure. Should a non-English speaker wish to file a grievance, RGWCEI will provide a translator to ensure transparency and understanding throughout the process.

### **8.1 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, or staff and program participants, nor is it intended that the grievance procedure be used to harass supervisors or interfere with the operations of RGWCEI. Before the grievance procedure is started, employees and program participants should attempt to resolve disputes, complaints, and concerns with their immediate supervisors or the Executive Director by discussing such matters informally.

### **8.2 Grievance Procedure**

The grievance procedure shall consist of the following steps:

**Step 1.** An employee or program participant may present a written complaint to his or her immediate supervisor or the Executive Director 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 or program participant and Executive Director shall confer on the matter and the supervisor or Executive Director shall respond to the complaint, orally or in writing, within 5 working days. A supervisor shall advise RGWCEI's Executive Director, of the grievance by either an employee or a program participant.

**Step 2.** If the grievance is not resolved at Step 1, the employee or program participant may, within 5 working days of the supervisor or Executive Director's response, request in writing that a meeting be held between the employee or program participant and RGWCEI's Executive Director. Such request shall also specify the nature of the grievance and the policy or policies at issue. The employee or program participant and RGWCEI's Executive Director shall meet as soon as is practicable thereafter and [the appropriate person] shall respond to the grievance in writing within 5 working days of that meeting, circumstances permitting.

**Step 3.** If the grievance is not resolved at Step 2, the employee or program participant may, within 5 working days after receiving the Step 2 response, request in writing that a meeting be held between the employee or program participant and the Board of Directors. The employee or program participant and Board shall meet as soon as is practicable and Board shall respond to the grievance within 15 working days, circumstances permitting. The decision of the Board shall be final and unappealable.

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 RGWCEI supervisor to respond to a grievance within the time limits specified in this policy or agreed upon should be reported to the Board of Directors. An employee or program participant filing a

grievance shall have the sole right to determine whether to pursue a grievance from one step to the next.

## **9.0 EMPLOYEE RECORDS**

### **9.1 Personnel Records**

Personnel records are retained by RGWCEI concerning all employees. Such records may, in the discretion of RGWCEI, include applications, insurance forms, payroll deduction authorizations, performance appraisals, 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 RGWCEI.

In order to keep personnel records current, RGWCEI Executive Director must be notified of any change in any employee's address, phone number, marital status, or military status; any birth or death in any employee's immediate family; any change in the name or telephone number of the person to be notified in case of emergency; any change in insurance beneficiary; or any other information needed to maintain accurate records. Each employee is responsible for providing RGWCEI 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.

### **9.2 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 RGWCEI Executive Director. 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 RGWCEI employees shall be provided by RGWCEI via telephone inquiries. Responses to requests by mail shall be limited to confirmation of documented information provided by a third party, unless such requests for information are accompanied by an authorization to release the information requested, signed by the employee.

A copy of any written information sent to a third party concerning a former or current employee shall also be sent to the last known address of the employee and a copy shall be included in the employee's personnel file.

## **10.0 SEPARATION FROM EMPLOYMENT**

### **10.1 Disciplinary Termination**

Employees who are terminated for disciplinary reasons are not eligible for rehire. Such employees shall be paid for accrued but unused compensatory time and vacation.

### **10.2 Layoff**

RGWCEI reserves the right to lay off employees for reasons of efficiency, economy, lack of work, or for such other reason as RGWCEI's Executive Director or Board of Directors, in their discretion, deems sufficient. Laid off employees may apply for vacancies with RGWCEI. At the time of lay off, Full-time, permanent employees shall be paid for accrued but unused compensatory time and vacation.

### **10.3 Resignations**

An employee who resigns in good standing is eligible for re-employment with RGWCEI. An employee resigns in good standing if he or she does not resign under threat of discharge, gives RGWCEI at least two weeks' notice, and completes the necessary exit forms. A resignation may be withdrawn prior to its effective date if approved by RGWCEI. Employees who resign shall be paid for all accrued but unused compensatory time and vacation.

#### **10.4 Retirement**

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

#### **10.5 Exit Procedure**

Employees who are laid off, resign, or retire shall contact RGWCEI Executive Director or Board of Directors to provide all information required for separation and to make arrangements concerning final pay, payment for accrued leave, and continuation of benefits.

### **11.0 MISCELLANEOUS POLICIES**

#### **11.1 Political Activity**

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

#### **11.2 Board Membership of Employees**

A member of RGWCEI's Board of Directors may not be employed by RGWCEI. When a board member applies for employment with RGWCEI, he or she must resign from the Board if employment is offered and accepted. No Board member may begin employment with RGWCEI until after the effective date of his or her resignation from the Board. When an employee of RGWCEI is elected to the Board of Directors, he or she must resign his or her employment with RGWCEI. Failure to do so shall result in termination of employment.

#### **11.3 Expenses**

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

RGWCEI shall not approve meal expenses per person, including tips, greater than that typical for State employees. RGWCEI shall reimburse employees for use of their personal vehicles on RGWCEI business at the rate paid by the State of Colorado. All requests for reimbursement for expenses shall be submitted on RGWCEI's expense form or a form of comparable format.

#### **11.4 Outside Employment**

Any employee of RGWCEI who wishes to engage in outside employment shall notify his or her immediate supervisor or RGWCEI Executive Director prior to accepting such employment. No RGWCEI employee shall engage in outside employment which interferes with the proper and effective performance of his or her duties or which results in a conflict of interest. Requirements of employment with RGWCEI shall have priority over any requirements of outside employment.

### **11.5 Health Examinations**

RGWCEI reserves the right to require physical of any RGWCEI employee, at RGWCEI expense, as follows:

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

Results of all physical examination shall be treated as confidential records by RGWCEI, and shall be maintained separately from RGWCEI personnel records.

### **11.6 Desks/ Lockers/ Storage/ Inspections**

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