

**PERSONNEL POLICIES AND PROCEDURES MANUAL  
OF  
THE PIKES PEAK REGIONAL BUILDING DEPARTMENT**

## **DISCLAIMER**

The contents of the Personnel Policies and Procedures Manual do not create an expressed or implied contract of employment between the Pikes Peak Regional Building Department and its employees. They are intended to provide information relating to the terms and conditions of employment.

The Regional Building Department retains the sole right to modify, suspend, interpret, or cancel in whole or in part the provisions of this Manual, at any time, with or without notice.

## **PREFACE**

The Pikes Peak Regional Building Department is dedicated to the principle of providing a sound system of personnel administration.

The Regional Building Official promulgates personnel policies and procedures. The Regional Building Official is accountable for the development, implementation, and interpretation of such policies and procedures as published in the Personnel Policies and Procedures Manual.

This Manual supersedes the existing Personnel Policies and Procedures Manual and, in the event of conflict, takes precedence over individual Section policies or procedures.

Each employee shall be provided a copy of the Personnel Policies and Procedures Manual. It shall be the responsibility of each employee to be familiar with the material contained therein.

## **EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION STATEMENT**

The Pikes Peak Regional Building Department is an Equal Employment Opportunity/Affirmative Action employer. No person shall be discriminated against because of race, color, national origin or ancestry, sex, age, religious convictions, or disability. Affirmative Action is Regional Building's effort to ensure that positive steps are taken while striving to have a representative work force reflective of the relevant available work force. This statement provides, however, no greater protection than the law requires.

The Regional Building Official is accountable for assuring the Department's accomplishment of equal employment opportunity and affirmative action.

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## **CHAPTER 1:CLASSIFICATION**

### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department ("Department") to provide an internally equitable classification plan.

### **POSITION ALLOCATION/REALLOCATION**

The Regional Building Official shall develop and administer the classification plan and shall allocate or reallocate positions to new or existing classifications through job analysis, position audits, and organizational analysis.

To allocate a new position, or to reallocate an existing position based upon projected changes in the duties and responsibilities of the position, a Position Description Questionnaire (PDQ) must be completed. The Regional Building Official will determine the preliminary allocation/reallocation of the position.

To request a reallocation of an existing position when the duties and responsibilities have changed over time, a PDQ must be completed by the incumbent and the Section Supervisor. Such action may be requested by the Department, the employee, or may be initiated by the Regional Building Official. The Regional Building Official will confirm the current allocation or reallocate the position to a different classification.

#### **Temporary Reallocation**

The Regional Building Official may temporarily reallocate a position upon the assignment of different duties and responsibilities. Such a temporary reallocation shall be for a period of not less than 30 calendar days.

### **RECLASSIFICATION OF INCUMBENT UPON POSITION REALLOCATION**

An employee who occupies a position that is to be reallocated and does not meet the minimum qualifications of the new classification must, within a period of 6 months, become qualified, be relieved of the duties and responsibilities that caused the reallocation, secure another position with the Department, or if none of the above are possible, the employee shall be separated.

#### **Temporary Reclassification**

An employee who is to be temporarily reclassified must meet the minimum qualifications of the class at the time of reclassification.

### **PAY UPON RECLASSIFICATION**



### **Underclassified Positions**

An employee who occupies a position identified as underclassified shall, upon reclassification, be eligible for an increase in compensation. Such increase, provided the Regional Building Official determines funds are available, shall be commensurate with incumbent qualifications for the new classification. Such action shall be effective the pay period following the reallocation of the position. Should Department funds not be available, the effective date of the reclassification shall be coordinated with and approved by the Regional Building Official.

### **Overclassified Positions**

An employee who occupies a position identified as overclassified shall, upon reclassification, be placed on a step in the new classification or shall be "red-lined" if the current salary is above the evaluated salary of the new classification. Such action shall not result in a reduction of an employee's salary. An employee whose salary is "red-lined" shall not be eligible for an increase in base salary until the evaluated salary of the new classification increases to the level of the "red-lined" salary.

### **Step Increase Date**

A new step increase date for an employee who is reclassified as a result of a point-in-time position reallocation shall be determined by the step in the new classification and the effective date of such action.

### **Temporary Reclassification**

The salary step of an employee who is temporarily reclassified shall be set within the range of the new class. Upon conclusion of the temporary reclassification, compensation shall revert to the appropriate salary step of the employee's authorized classification.

### **Loss of or Failure to Obtain a License or Certification**

An employee who is no longer qualified for the current classification because of the loss of, or failure to obtain, a required license or certification must immediately cease to function under the authority of such license or certification and may be subject to disciplinary action, up to and including termination. If an employee is reclassified in this situation, the new salary will fall within the salary range of the new classification.

## **DEFINITIONS OF POSITIONS**

- Regular - A budgeted, full-time position.
- Regular Part-time - A budgeted, part-time position. Such positions must be budgeted for a minimum of 20 hours but no more than 39 hours per week.
- Hourly - A budgeted full- or part-time supplemental position that exists for an indefinite period of time.
- Special - A budgeted full- or part-time position created to staff a project with a fixed duration of 12 or more months.

## **CHAPTER II: COMPENSATION**

### **PART I - SALARY**

#### **GENERAL STATEMENT**

The Pikes Peak Regional Building Department seeks to provide an internally equitable and externally competitive compensation plan.

#### **GENERAL CLASSIFICATIONS**

Salary ranges and steps for general classifications shall be published annually in the Salary Schedule.

#### **Entrance Rate of Pay**

The entrance rate of pay shall be Step 1 of the salary range for the classification to which the employee is appointed. An entrance rate of pay above Step 1 may, upon prior approval by the Regional Building Official, be offered to an applicant whose education and experience exceed the minimum qualifications for the classification.

#### **Career Development Appointment**

The entrance rate of pay assigned to an employee selected for a Career Development Appointment may be below Step 1 of the salary range for the classification. Salary progression shall be in accordance with the terms and conditions of the Career Development Plan.

#### **Step Increases**

Progression through the steps of a salary range is based upon increased job qualifications and a commensurate increase in level of performance.

#### **Standard Progression**

An employee will progress from Step 1 to Step 2 upon satisfactory completion of the 6-month introductory period. Standard intervals for progression to Step 3 or 4 require completion of 12 months of satisfactory service on Step 2 or 3, respectively.

#### **Accelerated Progression**

Should an employee demonstrate accelerated job qualifications and commensurate performance, upon approval of the Regional Building Official, progression to Step 3 or 4 may occur between 6 and 12 months on Step 2 or 3, respectively. Such accelerated step

increases may not be retroactive and shall be contingent upon the availability of Department salary funds.

### **Delayed Progression**

Should an employee fail to demonstrate an increased level of job qualifications and commensurate performance, upon approval of the Regional Building Official, progression to Step 3 or 4 may be delayed. In such cases, a new step increase date shall be established.

Delayed progression may also occur when an approved leave-of-absence or injury leave exceeds 30 calendar days. Such delays require Regional Building Official's receipt of Department action (PAF) prior to the current step increase date.

### **EXECUTIVE POSITIONS**

The Regional Building Commission shall designate those positions assigned to the Executive Compensation Plan.

The entrance rate of pay for an executive shall be determined by applicant qualifications and shall be approved by the Regional Building Commission. Salary adjustments within the range shall be established annually and shall be determined by performance.

### **PAY UPON PROMOTION, TRANSFER OR DEMOTION**

Pay upon promotion, transfer, or demotion shall be determined by employee qualifications for the new classification and shall be coordinated with and approved by the Regional Building Official.

Step increase dates for such actions involving a point-in-time change in classification shall be determined by the standard intervals between steps and are computed from the date of appointment. An employee appointed to a different position in the same classification shall retain the former step increase date.

### **EXEMPT/NONEXEMPT CLASSIFICATIONS**

An exempt classification is a classification which is excluded or exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Positions allocated to classifications not meeting the criteria for exemption are nonexempt and are covered by the FLSA overtime regulations.

The Regional Building Official shall annually determine and publish exempt/nonexempt classifications.

## **WORK SCHEDULE**

The normal work year consists of 52, 40-hour weeks (2080 hours). All full-time, regular, and special employees must be scheduled to work 40 hours in the Sunday through Saturday workweek (does not include unpaid meal periods). Within the established Sunday through Saturday workweek, the Section Supervisor or designee shall determine the appropriate work schedule to meet operational requirements.

## **CHANGE IN WORK SCHEDULE**

An employee's established work schedule can be changed to meet operational requirements. A change in the normal work schedule for other than emergency situations must be approved by the Section Supervisor or designee and be announced a minimum of 72 hours prior to implementation.

In emergency situations the 72-hour requirement may be waived. In such instances, should an employee who is eligible for overtime compensation be notified of a schedule change which differs from the normal work schedule by 4 or more hours and such a change is announced less than 12 hours prior to implementation, the employee will be compensated for the first workday of the revised schedule at 1 2 times base hourly salary.

In the case of a holiday, the rate shall be 2 times base hourly salary. Upon return to the normal work schedule, the base hourly salary shall apply

## **RESTRICTED HOURS OF WORK**

Under specified conditions, such as inclement weather, the Regional Building Official may direct employees not to report for work or to return home. Under such direction, an employee may not elect to report for or to remain at work. Essential operations and services, as approved by the Regional Building Official, may be excluded from this policy.

During each calendar year, the Regional Building Official may grant up to 2 days of administrative leave with pay to nonexempt employees to be used in lieu of unpaid time resulting from the closing of Department offices and service centers. If such unpaid time is in excess of the annual paid administrative leave limit it shall be, with the approval of the immediate supervisor, made up within the workweek; exchanged for vacation, personal holiday, or compensatory time off; or taken as leave without pay. Makeup shall be at the straight-time rate.

Nonexempt employees who are directed by the Regional Building Official to report late or depart early shall be paid for those scheduled hours not worked as a result of the curtailed work schedule. Such time shall not be charged against the annual 2 days of administrative leave with pay.

Exempt employees will be paid for all hours not worked as a result of curtailment of Department operations.

All employees on scheduled vacation, personal holiday, compensatory time off, or sick leave during such time that the Regional Building Official closes Department offices and service centers shall not be eligible for administrative leave and will charge their time to the appropriate leave category.

## **MEAL PERIODS AND BREAKS**

Normally, employees will be granted and must take a **minimum** of 30 minutes time off for a meal period. For certain designated shift workers, the meal period is a paid part of the workday. Employees whose meal period is not a paid part of the regularly scheduled workday, and who miss a meal period due to operational requirements, will be paid at the appropriate overtime rate.

Employees will be granted one, 15-minute paid break period during each 4-hour work period. Operational requirements may prevent time off for break periods. In such event, no additional compensation will be provided.

### **Limitations**

Meal and break periods shall not be cumulative and shall not be utilized to compensate for employee absence. Break periods and meal periods include all time an employee is away from work.

### **Field Employees**

Employees in the field will take their breaks and meal periods at the work site. Employees who are traveling between work sites may, upon approval of the immediate supervisor, take their breaks or meal period en route.

## **HOLIDAY PAY FOR SHIFT WORKERS**

Regular, introductory, and special employees designated as shift workers who work 2080 hours in a work year shall receive 8 hours of holiday pay for each of the following national holidays:

New Year's Day - January 1  
Martin Luther King Jr. Day - 3rd Monday in January  
Washington's Birthday - 3rd Monday in February  
Memorial Day - last Monday in May  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Veteran's Day - November 11  
Thanksgiving - 4th Thursday in November  
Christmas Day - December 25

In addition, the Regional Building Official will annually designate an additional 8 hours of holiday in the form of either one 8-hour holiday or two 4-hour holidays.

Holiday pay is in addition to regular pay and is paid whether or not the holiday is worked. It shall be computed using the employee's base hourly rate.

Upon approval of the Section Supervisor, an employee may be granted equivalent time off in lieu of receiving such holiday pay.

With the Regional Building Official approval, all or a portion of such holiday pay may be used to offset increases in payroll costs resulting from flexible shift schedules that include overtime hours as part of the normal 2080 work year requirements.

### **HOLIDAY PREMIUM PAY**

Regular, introductory, and special employees designated as shift workers who work a regularly assigned shift that falls on the national holiday (above) shall receive holiday premium pay for all such hours worked. Such holiday premium pay shall be in addition to regular pay and holiday pay. It shall be at 2 times the base hourly rate.

In the case of a 4-hour holiday, scheduled hours worked in excess of 50 percent of the employee's normal workday will be eligible for holiday premium pay.

### **OVERTIME**

All employees may be required to work in excess of 40 hours in the workweek. Nonexempt employees will be compensated at the appropriate overtime rate for all hours worked in excess of the 40 hours. Exempt employees, except as authorized by the Regional Building Official, will not be compensated for overtime hours worked.

## **Determining Overtime Hours Worked**

All paid leave hours including vacation, sick leave, holidays, and compensatory time will be included in determining hours worked. Leaves without pay will not be included in determining hours worked.

## **Rates of Pay for Overtime**

The normal overtime rate is 1 2 times the employee's regular rate.

A rate of 2 times the employee's regular rate shall be paid as follows:

- \$ on Sunday when it is a regularly scheduled day off; or on the last day off in the workweek when Sunday is not one of the scheduled days off;
- \$ on a day the Department observes as a holiday;
- \$ after becoming eligible for a rest period.

An exempt employee eligible for overtime compensation shall be paid at the appropriate overtime rate calculated on the regular hourly rate.

Except in the case of an employee eligible for a rest period, such overtime rates will revert to straight time at the start of the normal work schedule.

## **Scheduled Overtime**

To be considered scheduled, overtime must be announced a minimum of 12 hours in advance of the overtime period.

An employee who works scheduled overtime that immediately precedes or follows the employee's work schedule shall be compensated at the appropriate overtime rate for hours worked. In other instances of scheduled overtime, the employee shall be compensated at the appropriate overtime rate for a minimum of 2 hours or actual hours worked, whichever is greater.

## **Overtime While Traveling**

A nonexempt employee who is required to travel to and from either a temporary job site or a directed training site which is farther than 30 miles outside of the County limits shall be paid at the appropriate overtime rate for travel time. Such travel time shall be computed from the employee's normal work site.

## **Overtime Approval**



All scheduled overtime hours must be approved in advance by the immediate supervisor.

### **Overtime Distribution**

The immediate supervisor shall attempt to equally distribute the opportunity to work overtime among qualified employees.

### **Release from Duty**

An employee's normal work schedule shall not be reduced without prior notice for the sole purpose of avoiding overtime compensation for hours that have been worked.

### **Overtime Refusal**

An employee who is required to work overtime and refuses to do so is subject to disciplinary action.

### **Meals During Overtime**

In order to ensure employee safety and to maintain employee productivity, the supervisor shall make every attempt to assure that employees working overtime are provided a paid meal period at reasonable intervals.

In those instances where the employee has not received 12 hours advanced notice of overtime, the supervisor shall, in accordance with meal expense guidelines, authorize payment for meals delivered to the work site or eaten off-site.

Should a meal be due at the end of an overtime period, an employee may elect to receive 1 hour of pay at the base hourly rate in lieu of the meal and the meal period.

Employees working overtime scheduled 12 or more hours in advance shall provide their own meal(s).

### **COMPENSATORY TIME OFF**

An employee eligible for overtime compensation, upon approval of the immediate supervisor, may elect to accrue compensatory time off in lieu of payment of overtime worked. Compensatory time off shall accrue at the appropriate overtime rate.

## **Use of Compensatory Time Off**

Requests for the use of compensatory time off must have the prior approval of the immediate supervisor.

## **Maximum Balance**

The maximum balance shall not exceed 80 hours. Overtime hours worked in excess of that amount shall be paid at the appropriate overtime rate.

## **Year-end Payment**

At the end of the last complete pay period in November, all accrued compensatory time hours will be paid at the appropriate base hourly rate.

## **Payment Upon Separation**

Upon separation, all accrued compensatory time will be paid at the appropriate base hourly rate.

## **REST PERIOD**

Should an employee work 16 or more hours in any time period during which the employee has not received 8 consecutive hours off, the employee is eligible for a minimum rest period of 8 consecutive hours. In instances where an employee will become eligible for a rest period prior to completing 4 hours of a normal scheduled workday, the rest period will begin upon release from the last period of overtime prior to the beginning of such workday. Eligibility for a rest period is based on actual hours worked.

An employee shall be compensated at straight time for those hours of a rest period which overlap the normal work schedule. Should a nonexempt employee be called back during the first 8 hours of a rest period, the employee shall be compensated at 2 times base hourly salary until released. Such an employee is entitled to an 8-hour rest period upon release.

## **RELEASE FROM WORK**

The immediate supervisor may send an employee home, who is not otherwise eligible for a rest period, or direct the employee to report to work late when in their judgment the employee's lack of adequate rest poses safety risks to the employee or co-workers. Scheduled hours not worked by an employee as a result of being sent home or directed to report late shall be paid at straight time.

## **EMERGENCY CALL-OUT**

All employees are subject to emergency call-out. Nonexempt employees called out shall be compensated for hours worked at the appropriate overtime rate.

An employee may be required to provide the immediate supervisor with a telephone number by which the employee may be contacted during an emergency.

### **Travel Time**

If such emergency call-out requires an additional round trip to a work site, 1 hour of travel time at the appropriate overtime rate shall be paid.

### **Availability**

An employee who refuses or fails to respond to call-out without good cause or who is intentionally unavailable for call-out is subject to disciplinary action.

### **ACHIEVEMENT AWARD**

Regular and special employees are eligible to receive Achievement Awards in recognition of outstanding job performance that benefits the Department and/or community.

Outstanding job performance includes:

- \$ exceeds written objectives/work plan/normal work assignments;
- \$ special assignments with innovative/critical thinking/actions;
- \$ innovative solutions; or
- \$ other written department guidelines.

The outstanding performance must result in demonstrable benefit to the community including:

- \$ cost savings or avoidance;
- \$ increased productivity, efficiency, or morale;
- \$ reduced Department liability;
- \$ notable public acknowledgment; or
- \$ other written department guidelines.

Individual awards may range from \$50 to a maximum of 5 percent of base annual salary.

### **Award Procedure**

An individual employee, work crew, or project team must be nominated by the immediate supervisor using an Achievement Award Nomination Form in which the reason for and the amount of the award are specified. Awards must be approved by the Regional Building Official or designee. A copy of the approved Achievement Award Nomination Form will be placed in the employee's personnel file.

An Achievement Award Nomination Form must be completed for each employee in the work crew or project team.

### **Limitations**

In any calendar year, an employee may receive multiple Achievement Awards, the total of which may not exceed 5 percent of the base annual salary.

### **SPECIAL ASSIGNMENT PAY**

Special assignment pay is additional compensation for temporary assignment to a position of increased responsibility requiring supervision of employees or of an operation.

### **Rates**

For a nonexempt employee, special assignment pay is 10 percent of said employee's base hourly salary for periods of 1 or more scheduled workdays. For an exempt employee, special assignment pay is 10 percent of said employee's base hourly salary for assignment periods of 4 consecutive weeks or more. Special assignment pay may not exceed Step 4 of the classification to which the temporary assignment is made. Special assignment pay for an employee temporary assigned to an executive position shall be determined by the Regional Building Official.

### **SEVERANCE PAY**

Severance pay may be granted by the Regional Building Official. Severance pay for executive positions must also be approved by the Regional Building Commission.

## **CHAPTER II:       COMPENSATION**

### **PART II - BENEFITS**

#### **GENERAL STATEMENT**

The Pikes Peak Regional Building Department will make available various employee benefit programs as required by law in addition to those deemed appropriate to attract and retain employees necessary to provide services.

Payroll deduction for authorized employee benefit programs shall be made available to eligible employees when an employee contribution is required. The employer contribution toward any authorized employee benefit program is determined annually.

#### **HOLIDAYS**

Regular, introductory, and special employees are eligible for the following 8-hour paid holidays:

New Year's Day,  
Martin Luther King Jr. Day,  
Washington's Birthday,  
Memorial Day,  
Independence Day,  
Labor Day,  
Veteran's Day,  
Thanksgiving Day, and  
Christmas Day.

Unless the Regional Building Official directs otherwise, holidays that fall on Saturday will be observed on the preceding Friday, and holidays that fall on Sunday will be observed on the succeeding Monday. In addition, the Regional Building Official will annually designate an additional 8 hours of holiday time off in the form of either one 8-hour holiday or two 4-hour holidays.

#### **Personal Holiday**

In addition to the observed holidays, all employees eligible for paid holidays shall receive one 8-hour personal holiday upon completion of the initial introductory period and annually thereafter. Such holiday may be taken at a time mutually agreeable to the employee and the immediate supervisor. The personal holiday may not be carried over to the following year. Personal holidays may not be taken in increments of less than 1/4 hour.

#### **VACATION**

Regular, introductory, and special employees shall accrue paid vacation for years of continuous employment according to the following schedule:

YEARS OF CONTINUOUS EMPLOYMENT	HOURS ACCRUED		ANNUAL ENTITLEMENT (DAYS)
	BIWEEKLY	ANNUALLY	
0- 5 years	3.38	88	(11)
6th year	3.69	96	(12)
7th year	4.00	104	(13)
8th year	4.31	112	(14)
9th year	4.62	120	(15)
10th year	4.92	128	(16)
11th year	5.23	136	(17)
12th year	5.54	144	(18)
13th year	5.84	152	(19)
14th year	6.15	160	(20)
15th year +	6.46	168	(21)

+ All subsequent years same as 15th year.

### **Approval**

Vacation may be utilized only with the prior approval of the immediate supervisor. Vacation may not be taken in increments of less than 1/4 hour.

### **Carry-Over**

Vacation carry-over into the following year may not exceed the employee's year-end annual entitlement plus 40 hours. An employee not granted vacation due to operational requirements or injury leave resulting from an on-the-job accident, and as a result stands to lose vacation at year's end, will be paid for such vacation hours that will be lost or may request permission to carry additional hours over into the following year. Requests for additional vacation carry-over must be approved in writing by the Regional Building Official and if approved, such additional carry-over hours must be utilized in the following year or they will be lost.

## **Holidays During Vacation**

Except for employees who work an annual schedule of less than 2080 hours, holidays observed by the Department that fall within an employee's vacation will not be charged as vacation. In cases where the length of the employee's normal workday exceeds that of the holiday, the number of hours off in excess of the holiday shall be charged as vacation.

## **Sick Leave During Vacation**

Should an employee become ill or injured while on vacation, sick leave hours may be exchanged for vacation hours. In such instances, the employee must notify the immediate supervisor at the time of illness or injury. At such time, the immediate supervisor may request that the employee return with a physician's statement which specifies the nature of such illness or injury and medically releases the employee to return to work.

## **Vacation Paid at Separation**

Upon separation, vacation shall not be accrued beyond an employee's last day of work. At such time, employees shall be paid all accrued, unused vacation at the base hourly salary.

In the case of death, such accrued, unused vacation shall be paid to the employee's spouse or, should there be no surviving spouse, to the employee's estate.

## **SICK LEAVE**

Sick leave may be utilized for absences caused by illness, injury, temporary disability (including pregnancy), medical exams, or medical treatment of the employee or the employee's immediate family. Sick leave utilized for the care of the immediate family (spouse, parent, guardian, child, brother, sister, grandparents, and grandchild, including these relatives in-law, step or half, or any other family member residing in the employee's household) shall be limited to 80 hours per calendar year.

Any employee on personal sick leave shall not perform any activities, including other employment, self-employment, sports, hobbies, etc., which may impede recovery from the injury/illness.

## **Accrual**

Regular, introductory, and special employees shall accrue sick leave for hours worked at the rate of 8 hours per month of continuous employment. Sick leave may be accrued to a maximum of 1056 hours plus current year accrual.

## **Eligibility**

To be eligible for paid sick leave, the intended use of sick leave must be reported to the immediate supervisor prior to the start of each scheduled workday or prior to leaving the work site. An employee who fails to do so may be subject to disciplinary action. An exception to this policy may be granted by the Regional Building Official in the case of an extended illness.

## **Physician's Certification**

A physician's statement supporting the use of sick leave and/or the ability to return to work may be required by the immediate supervisor. In the case of family leave, a physician's certification must be provided to the immediate supervisor.

## **Sick Leave Without Pay**

When the use of sick leave exhausts accrued sick leave, the employee may request sick leave advance, may utilize accrued vacation, be granted family leave, sick leave without pay, or shall be separated.

## **Holidays During Sick Leave**

Except for employees who work an annual schedule of less than 2080 hours, holidays observed by the Department that fall within a period of sick leave shall not be charged as sick leave. In cases where the length of the employee's normal workday exceeds that of the holiday, the number of hours off in excess of the holiday shall be charged as sick leave.

## **Sick Leave Conversion**

Annually, on November 30, sick leave hours accumulated in excess of 960 hours may be converted to vacation or pay on a two-for-one basis. Employees electing to convert sick leave to vacation will have the converted amount added to their vacation entitlement on January 1 of the following year. Employees electing to convert sick leave to pay will be paid in December at the base hourly salary in effect as of November 30.

## **Payment for Unused Sick Leave Upon Retirement or Death**

Upon retirement or death, an employee or beneficiary will be paid for 2 of the accrued sick leave in excess of 480 hours.



## **Sick Leave Advance**

Sick leave with pay, not to exceed 240 hours, may be advanced to an employee upon the approval of the Regional Building Official. Such an advance may be made only after accrued vacation has been exhausted and must be repaid by the employee through future sick leave accruals.

Should an employee terminate prior to completing the repayment, the amount owed shall be deducted from the final pay check or shall be repaid in accordance with arrangements made through the City of Colorado Springs Controller's Office.

An employee may not loan sick leave with pay to another employee.

Sick leave with pay for the care of the immediate family, not to exceed 80 hours, may be advanced to an employee upon the approval of the Regional Building Official. Such an advance will be repaid by deducting the amount of the advance from the employee's family sick leave entitlement for the following calendar year. Should an employee terminate prior to completing the repayment, the amount owed shall be deducted from the final pay check or shall be repaid in accordance with arrangements made through the City of Colorado Springs Controller's Office.

## **LEAVES-OF-ABSENCE**

A leave-of-absence is an authorized period of absence from work that is not covered by vacation, personal holiday, or sick leave.

### **Leaves-Of-Absence Without Pay**

#### **Thirty Days or Less**

Leaves-of-absence without pay up to 30 consecutive calendar days shall be approved in advance by the Regional Building Official. Such leaves will interrupt the accrual of vacation and sick leave, but not employer contributions toward benefits.

Authorized leave without pay for 30 days or less is recorded by processing the necessary time slip(s).

#### **More Than Thirty Days**

Leaves-of-absence without pay, other than family leave, in excess of 30 consecutive calendar days shall be approved in advance by the Regional Building Official and will interrupt employer benefit contributions commencing with the 31st day of unpaid leave. Health and life plans may be continued at the employee's expense and PERA benefits protected by prior arrangement with the Payroll Section.

Authorized leaves without pay in excess of 30 days must be initiated with a PAF.

### **Compensation During Leaves**

An employee may not be compensated for holidays, vacation, sick leave, or normal paid leaves during a leave-of-absence without pay.

### **Limitations**

A leave-of-absence without pay, including any extensions, may not exceed 12 months, nor may an employee be on a leave-of-absence without pay for more than 12 months in any 24-month period.

### **Sick Leave Without Pay**

Sick leave-of-absence without pay may be granted when illness, injury, or convalescence has exhausted accrued sick leave and family leave. An employee request for such a leave must include a physician's prognosis and estimated date of return. Prior to return, an employee must provide to the immediate supervisor a physician's statement certifying that the employee is released to resume assigned duties.

### **Reassignment After Sick Leave Without Pay**

An employee who is released from the physician's care but is unable to return to the essential functions of their position, may be reassigned to a position in a classification with duties commensurate to the employee's qualifications and abilities, may request reasonable accommodation pursuant to the Americans with Disabilities Act, may apply for PERA Disability Retirement, or may be separated from employment. Upon such reassignment, the salary of the incumbent must fall within the salary range of the new classification.

### **Family and Medical Leave**

The Department complies with the requirements of the Family and Medical Leave Act (FMLA) of 1993. The provisions of the Department's existing leave policies will continue to apply when used in conjunction with a FMLA leave.

## **Eligibility**

An employee is eligible to request leave under the provisions of FMLA if they have been employed at least 12 months, and worked at least 1,250 hours during the previous 12 months immediately prior to the request for family leave. Eligible employees are entitled to a maximum of 12 workweeks of paid and/or unpaid leave in any 12-month period, calculated as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave, for the following reasons:

- \$ the birth, adoption, or foster care placement of a child within 12 months of birth or placement; and/or
- \$ the serious health condition of the employee, the employee's spouse, child, or parent.

Eligibility for paid or unpaid leave beyond 12 workweeks shall be in accordance with the normal provisions of the appropriate leave category.

If the leave is foreseeable, the employee is required to provide 30 days notice and make a reasonable effort to schedule the time off so that it is least disruptive to the operations of the Department. Otherwise, the employee is required to give as much notice as practicable.

## **Physician's Certification**

A physician's statement supporting the use of FMLA leave and/or the ability to return to work is required by the immediate supervisor. Such certification should be submitted regarding the health condition of the employee, spouse, child, or parent within 15 days of the date leave begins. If the certification is not provided, the leave is not covered by the FMLA.

## **Duration and Impact of Leave**

FMLA leave may be taken on either a consecutive, intermittent, or reduced basis as provided by FMLA as long as the arrangement is agreed to by the Regional Building Official. Employees shall be required to use accrued sick leave for that portion of FMLA leave where sick leave is appropriate (illness or injury of employee - up to the full balance; for spouse or child - up to the maximum 80 hours). Employees may be required to use their accrued comp time, vacation, and/or personal holiday for all or part of a FMLA leave where sick leave is not appropriate.

If an employee's request for an intermittent or reduced basis FMLA leave is foreseeable, the Department may require the employee to transfer temporarily to an alternative position,

with equivalent pay and benefits, that better accommodates recurring periods of leave than the employee's regular position.

An employee's FMLA leave runs concurrently with injury (Worker's Compensation) leave and other paid or unpaid leaves for purposes of calculating employee contributions to insurance benefits, return to work, and other applicable policy provisions.

### **Impact on Benefits**

Employer contributions to insurance benefits will continue during a FMLA leave to a maximum of 12 workweeks. Employees must make prior arrangements to pay the required employee contribution to such benefits while on leave.

### **Failure to Return**

After the 12 weeks of FMLA leave and all other applicable paid leave has been exhausted, an employee who does not return to work may be terminated. An employee who fails to return from FMLA leave will be required to refund all employer contributions paid toward benefits during the unpaid portion of the leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something beyond the employee's control.

### **Return to Work**

Upon return to work from FMLA leave, the employee will be restored to the same position or to the one equivalent in pay, benefits, and other terms and conditions of employment.

The employee must provide medical certification that they are able to resume the essential functions of their position upon return to work.

### **If Both Spouses Employed by the Department**

If both spouses are employed by the Department, each employee is entitled to 12 weeks of FMLA leave; unless the leave is requested for the birth, adoption, or foster care placement of a child, in which case the FMLA leave is limited to an aggregate total of 12 weeks paid or unpaid leave.

### **Military Leave**

When ordered by the proper authority, a regular or introductory employee who is called to active duty or who enters active duty with the Armed Forces of the United States, shall be granted military leave-of-absence without pay. The Regional Building Department will comply with any state and federal requirements concerning military leave-of-absence and job reentry.

## **National Guard/Reserves**

When ordered by the proper authority, a regular, introductory, or special employee who is a member of the Colorado National Guard or any branch of the United States military reserves shall be granted military leave-of-absence with pay, when called to active duty or training, for a period not to exceed 15 calendar days (120 hours of regularly scheduled work time) per calendar year. Military compensation received is retained by the employee.

## **Jury Leave**

### **General**

An employee who is called to jury duty shall be granted jury leave-of-absence. Upon return to work, the employee must submit the Juror Service Certificate (or other appropriate proof of jury service) in order to assure the proper completion of payroll records.

In the case of a shift worker called for jury duty, the immediate supervisor shall make an appropriate accommodation to the employee's work schedule when, in the supervisor's judgment, performing both jury service and the normal work schedule would affect the employee's ability to properly perform such jury service or their job duties.

An employee placed on standby by the Court for possible call to jury duty shall report to work, and the immediate supervisor will make accommodations if necessary for the employee to be near a phone and have ready access to personal transportation if called to jury duty.

An employee who is released from jury duty during the normal work schedule must return to work.

### **Regular, Introductory, and Special Employees**

A full-time regular, introductory, or special employee who is called to jury duty shall be granted jury leave-of-absence and shall be compensated for scheduled hours not worked for the first 3 days while on jury duty. Such compensation will continue for the fourth day of service and each day thereafter provided jury pay received from the court is surrendered to the Department.

A part-time regular, introductory, or special employee who is called to jury duty shall be granted jury leave-of-absence and shall be compensated for scheduled hours not worked for the first 3 days while on jury duty. For the fourth day of service and each day thereafter such employee may choose either the jury pay provided by the court or their regular pay. Should the employee elect to receive their regular pay, the jury pay received from the court must be surrendered to the Department.

## **Hourly Employees**

An hourly full- or part-time employee who is called to jury duty shall be granted jury leave-of-absence for County and District Court and shall be compensated for scheduled hours not worked for the first 3 days not to exceed \$50 per day. Jury service on the fourth and subsequent days shall be charged as jury leave-of-absence without pay.

An hourly employee who is called to jury duty in Municipal Court shall be granted jury leave-of-absence without pay for all time served.

## **Court Leave**

An employee who is called as a participant in a non job-related legal proceeding shall be granted vacation, personal holiday, or court leave-of-absence without pay at the employee's discretion.

## **Funeral Leave**

A regular, introductory, or special employee shall be granted a funeral leave-of-absence with pay for the purpose of making funeral arrangements and/or attending a funeral, not to exceed 40 hours, in the event of the death of a member of the immediate family (spouse, parent, guardian, child, brother, sister, grandparents, and grandchild, including these relatives in-law, step or half, or any other family member residing in the employee's household). In addition, the Regional Building Official may authorize funeral leave for employee attendance at funeral services for deceased employees.

An employee who attends a funeral for other than the above may be granted vacation, personal holiday, or funeral leave-of-absence without pay.

## **Educational Leave Without Pay**

A regular employee may be granted an educational leave-of-absence without pay to pursue personal educational objectives that are career related and serve the best interest of the Department.

## **Personal Leave Without Pay**

A regular employee may be granted a leave-of-absence without pay for personal reasons. Personal leaves must be consistent with effective organizational operations.

## **Administrative Leave**

An employee may be placed on administrative leave with or without pay at the discretion of the Regional Building Official.

## **Job-Related Business Leave With Pay**

An employee may utilize work time to conduct personal job-related business, such as changing payroll deductions, reviewing personnel records, or counseling with the Equal Opportunity Programs Administrator or the Director of Employee Services. Such business must be scheduled at a time mutually agreeable to the employee and the supervisor. The employee need not reveal the nature of such personal business.

## **WORKER'S COMPENSATION BENEFITS**

The State of Colorado Worker's Compensation Act, administered by the Worker's Compensation Claims Section, provides that all employees may apply for worker's compensation benefits for an on-the-job injury. The liability for, and the amount of compensation are determined by the State. The Department pays the entire cost of this benefit.

## **Injury Leave/Limited Duty**

Should a regular, introductory, or special employee be unable to perform the essential functions of their position as a result of an injury which is fully compensable under the Worker's Compensation Act, the employee shall, at the Department's discretion, be granted a combination of injury leave and/or limited-duty assignment with full pay for a cumulative period per accident not to exceed 2080 hours. In such instance, the Department shall pay the difference between the State compensation benefit and the employee's base salary. Injury leave/limited duty, as defined, will be discontinued on approval of disability retirement or when maximum medical improvement has been determined with medical certainty.

Employees on injury leave may be placed on a limited-duty assignment as soon as the authorized treating physician provides a limited-duty release. Such assignments will be consistent with the restrictions contained in the physician's limited-duty release.

Section Supervisors will make available a limited-duty assignment within the organization for the returning injured worker.

## **Hourly Employees**

In such instances, hourly employees shall be granted injury leave and/or limited-duty assignment. In the case of injury leave, the hourly employee's compensation shall be the amount of the State required benefits only.

## **Penalties**

If the injury is not fully compensable, the Department benefit shall be reduced by the same percentage as the State assessed penalty. The employee may elect to utilize accrued sick leave and vacation to offset assessed penalties.

## **Time Computation**

All unpaid time during injury leave and limited-duty assignment time as a result of a compensable injury, as well as all paid holidays which occur during the recovery period, shall be counted in computing the 2080 hours maximum benefit.

## **Restricted Activities**

An employee on injury leave or limited-duty assignment shall not perform any activities, including other employment, self-employment, sports, hobbies, etc., which may impede recovery from the injury as determined by the authorized treating physician.

## **Use of Vacation/Sick Leave**

Expenditure of vacation or sick leave, pending the determination of compensability, shall be reinstated upon a finding of liability. An employee on sick leave without pay pending such determination shall be appropriately compensated upon the finding of liability.

## **Inability to Perform Essential Functions**

Should the employee be unable to perform the essential functions of their position following an injury leave or a limited-duty assignment, the employee may utilize accrued sick leave and vacation, request sick leave advance, request sick leave without pay, apply for PERA Disability Retirement, or be separated from employment.



## **LIGHT-DUTY ASSIGNMENT (NON-WORK RELATED INJURY)**

A regular or introductory employee who is unable to perform the essential functions of their position as a result of an off-the-job injury or temporary disability may be placed on light-duty assignment for a period not to exceed 6 calendar months, provided that work is available and they receive a physician's approval.

The immediate supervisor is responsible for assuring that such light-duty assignments are consistent with the employee's medical restrictions or limitations. The Safety and Health Division should be consulted in the event there are questions or concerns related to such restrictions or limitations.

### **Inability to Perform Essential Functions**

Should the employee be unable to return to the essential functions of their position following a light-duty assignment, the employee may utilize accrued sick leave and vacation, request a sick leave advance, request sick leave without pay, request reassignment to a position in a classification with duties commensurate with the employee's qualifications and abilities, apply for PERA Disability Retirement, or be separated from employment. If the employee accepts reassignment, the salary of the employee must fall within the salary range of the new classification.

## **REGIONAL BUILDING COMMISSION**

An employee will be allowed time off with pay to attend a regular or special meeting of the Regional Building Commission when an item affecting the terms or conditions of employment is on the agenda. When two or more employees in the same classification within a Section have an interest in attending such a Commission meeting, a maximum of three employees may attend. Such time off must be coordinated with the immediate supervisor at least three (3) days in advance.

## **HEALTH CARE**

The Department offers group health care coverage to regular, special, regular part-time, and introductory employees and their eligible dependents.

Enrollment, eligibility, participation requirements, plan restrictions, procedures, etc., shall be in accordance with the provisions of the various benefits plans.

### **Coverage**

**Eligible Active Employees and Dependents** - Coverage commences on the first day of active work and terminates on the last day of the month in which separation occurs.

**Retirees and Eligible Survivors of Deceased Retirees** - Health care coverage may be continued in accordance with applicable law.

### **A Deceased Employee Related - Health care coverage**

**A) Who Was Eligible to Retire or B) Whose Death Was Employment Related** - Health care coverage may be continued for eligible dependent children and surviving spouse as though the employee retired. Such coverage may continue until the remarriage or death of the spouse.

### **A Deceased Employee Who Was not Eligible to Retire**

Health care coverage may be continued for eligible dependent children and surviving spouse at the group rate without employer contributions. Such coverage may continue until the remarriage or death of the spouse.

### **90-Day Survivor Coverage**

The enrolled spouse and eligible children of a regular, regular part-time, introductory, or special employee who dies while actively employed will be provided continued medical care coverage for 90 days at no charge. After 90 days, continuation will be per the coverage section above.

## **LIFE INSURANCE**

For regular, introductory, and special employees, the Department provides, without cost to the employee, the value of group term life insurance including accidental death and dismemberment equal to 1 2 times the annual base salary.

### **Coverage Upon Retirement**

Upon retirement, the Department will continue to provide, without cost to the employee, group term life insurance of \$6,000 for executive positions, \$3,000 for all other employees. Dependent coverage is not available at retirement.

## **PERA RETIREMENT PLAN**

The Department, through the City of Colorado Springs, is a member of the State of Colorado Public Employees' Retirement Association (PERA) in lieu of participation in the Federal Social Security System. Membership for all employees is mandatory at date of employment. PERA benefits available upon retirement, death, or separation are prescribed by the State of Colorado.

### **Contributions**

The employer and member employees contribute to the retirement plan, based upon the employee's pensionable earnings, at percentage rates established by the State of Colorado.

### **UNEMPLOYMENT INSURANCE**

The State of Colorado Employment Security Act provides that a separated employee may apply for unemployment benefits. Eligibility for, and the amount of compensation are determined by the State of Colorado. The Department pays the entire cost of this benefit.

### **VACATION SHARING**

Employees may voluntarily donate their vacation time to another employee when non job-related illness or injury of the employee or their immediate family member has exhausted the recipient's paid sick leave, advanced sick leave, vacation, personal holiday, etc.

Vacation Sharing shall be in accordance with guidelines published and maintained by Employee Services.

### **CASH CONTRIBUTION**

Employees may establish funds to collect donations to aid another Department employee who has a recognized financial hardship related to the employee's or their immediate family's health, or a death in the immediate family or household.

Any cash contribution funds established shall be in accordance with guidelines published and maintained by Employee Services.

### **PART-TIME EMPLOYEE BENEFITS**

A regular, introductory, or special part-time employee who is employed to work a minimum of 20 hours but less than 30 hours a week shall be eligible for 50 percent of the employer benefits, and such an employee who is employed to work 30 hours or more a week shall be eligible for 75 percent of those benefits.

Vacation and sick leave accruals for regular part-time employees shall be a pro-rata share of the full-time accrual based on actual hours worked within the pay period.

## **CHAPTER III: EMPLOYMENT**

### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department to employ the best suited applicants through employee promotion or local, regional, or national recruitment.

### **RECRUITMENT PROCESS**

To initiate the employment process, an Employee Requisition Form may be submitted to Employee Services. The Employee Requisition must indicate the Regional Building Official's approval to post a Promotional Announcement, a Career Development Announcement, or an Open Competitive Announcement.

#### **Posting of Announcements**

Notice of all vacancies for regular full-time and part-time positions, except executive positions and special positions shall be posted for 5 working days, except when another vacancy occurs in the same classification, the same organizational unit, and at the same geographic location within 30 working days from the closing date of the most recent posting.

#### **Promotional Announcement**

A Promotional Announcement is a job posting which shall be restricted to applications from regular employees.

#### **Career Development Announcement**

A Career Development Announcement is a job posting which may be used when there are no qualified employee applicants for a vacancy or when the vacancy provides a career advancement opportunity for a group of employees who otherwise would not be able to compete for the vacancy. Such announcements must be approved by the Regional Building Official and shall be restricted to applications from regular employees.

#### **Open Competitive Announcement**

An Open Competitive Announcement is a job posting which shall be open simultaneously to regular, introductory, special, temporary, and/or external applicants.

## **Employee Application**

To apply for a posted vacancy, interested employees must submit an employment application which must be received by the Regional Building Official no later than the final day of the posting. Extensions may be approved by the Regional Building Official.

## **External Advertising and Recruitment**

External advertising and recruitment arrangements shall be coordinated with and approved by the Regional Building Official.

## **EXAMINATIONS**

Written, performance, or polygraph examinations may be utilized to determine the applicant's job knowledge, skills, or suitability for employment. All examinations must be related to the specific position for which an applicant is being considered, must be uniformly administered to all applicants, and may only be administered with the prior approval of the Regional Building Official.

Necessary polygraph and background examinations shall be coordinated with the Regional Building Official and must be satisfactorily completed prior to employment.

## **Medical**

Any position, as designated by the Regional Building Official, may require a medical examination. Such examination shall be scheduled by the Regional Building Official and must be satisfactorily completed by the selected applicant prior to employment.

## **Drug/Alcohol Test**

The selected applicant for initial employment in any position shall successfully complete a drug test.

Based upon Federal/State legislation or sensitive job assignments, certain positions may require a current employee to successfully complete a drug/alcohol test prior to appointment/reassignment.

All testing shall comply with the provisions of the Drug/Alcohol Fitness for Duty Manual and where applicable, department drug policies mandated by Federal/State legislation.

## **SELECTION PROCESS**

### **Review of Applicants**

The Section Supervisor shall review applicant qualifications, determine eligibility, and coordinate the review and interview of qualified applicants with the Regional Building Official. Except in the case of a Career Development Announcement, applicants who do not meet the minimum qualifications of the classification shall not be referred for interview and shall not be eligible for appointment to that classification.

All applications of regular employees who meet the minimum qualifications shall be referred to the Regional Building Official.

### **Reference Checks**

To the extent possible, employment references for the selected applicant in a regular or special position shall be contacted by the Department in order to verify employment history and applicant qualifications and to determine suitability for employment.

### **Notification**

Upon making a selection and prior to the notification of interviewed applicants, the Regional Building Official shall notify Employee Services to coordinate the effective date of employment, relocation expenses, and other considerations of employment and establish the maximum salary for which the selected applicant is qualified.

Prior to the offer of employment, a regular employee's selection for a Career Development Appointment must be approved by the Regional Building Official. The selected employee shall agree to a written Career Development Plan which shall be coordinated with the Section Supervisor, Regional Building Official and the employee. Such plan must include completion dates for specific on-the-job training, education, licensing, and/or certification requirements necessary for the employee to meet the minimum qualifications of the classification as well as the anticipated salary progression schedule. The maximum duration of the Career Development Plan shall be determined by the Regional Building Official taking into consideration operational and training needs.

### **Relocation**

Relocation expenses shall be coordinated with the Regional Building Official prior to an offer of employment and shall be in accordance with Department guidelines.

Should an employee resign within 12 calendar months after their original date of appointment, the employee must repay all payments received for relocation expenses.

### **Offer of Employment**

The Department shall notify the selected applicant (employee or external applicant) and, subsequently, all other interviewed applicants of the selection.

The Regional Building Official shall provide the selected applicant with written confirmation of the appointment indicating classification, effective date, salary, and other conditions of employment.

## **RECORDS RETENTION**

All records, materials, interview questions/responses and/or examinations relating to the employment process shall be retained by the Selecting Authority for a minimum of 2 years.

If any legal or compliance action concerning the process has been filed, all documents must be retained until such action is resolved.

## **IN-PROCESSING**

On or before the first day of employment, the employee shall report to the Regional Building Official for in-processing which consists of a brief employment and benefits orientation and the completion of required forms.

## **INTERIM EMPLOYMENT POLICIES AND PROCEDURES**

In the event of work force reductions, the Regional Building Official may initiate special interim employment policies and procedures necessary to meet organizational objectives.

## **APPLICANT FALSIFICATION OR MISREPRESENTATION**

Falsification or misrepresentation of information for employment or promotion shall be grounds for disqualification or discharge, whenever it is discovered.

## **EMPLOYEE STATUS**

### **Introductory Employee**

An employee who is serving the original 6-month introductory period with the Department in a regular position.

## **Regular Employee**

An employee who has satisfactorily completed the original 6-month introductory period.

## **Regular Introductory Employee**

A regular employee who is serving a 6-month introductory period as a result of promotion, transfer to a position in a different classification, or demotion (voluntary) to a position in a different classification series.

## **Hourly Employee**

A supplemental employee who is employed for an indefinite period of time and receives no benefits except for those required by law.

## **Special Employee**

A nonregular employee who is employed in a regular or special position.

## **Introduction**

An introductory period of 6 months is required for original appointment, promotion, transfer to a position in a different classification, a reclassification resulting from a projected change in the duties and responsibilities of the position, or a demotion (voluntary) to a position in a different classification series. The introductory period is the final part of the selection process and is used to assess the employee's suitability for employment in the position.

## **Extension of Introductory Period**

The introductory period may not be extended. An introductory period interrupted by injury leave/limited duty assignment, or leave-of-absence shall be completed upon the employee's return.

Should an introductory employee be appointed to a position in a different classification, or to a different position in the same classification with significantly different responsibilities, the 6-month introductory period shall be reestablished.

## **Completion/Termination**

If during the introductory period it is determined that the employee is not suited for the position, the Regional Building Official, may discharge the employee, or in the case of a regular introductory employee, return the employee to a position in the former classification and salary step in the former section within the Regional Building Department.



The introductory period shall be considered successfully completed at the end of 6 months unless written action to remove the employee from the position is initiated within the introductory period.

### **Credit for Hourly Employment**

Hourly or special employment may not be credited towards the completion of the introductory period.

### **Displacement of an Introductory Employee**

An introductory employee displaced by the return of a regular introductory employee will be released from employment provided such employee is unable to secure another position within the Department.

### **Voluntary Return to Original Position**

A regular introductory employee may voluntarily return to the former position or to a position in the same classification, providing such a position is vacant and upon approval by the Regional Building Official.

### **Grievance/Appeal Rights**

An introductory employee may grieve as specified herein but does not have the right of appeal.

## **TRANSFER/DEMOTION**

An employee may be voluntarily or involuntarily transferred to a different position in the same classification or demoted to a position in a different classification for which the employee is qualified. Such actions may be accomplished within a section with approval of the Regional Building Official.

### **Voluntary**

A regular employee may request a voluntary transfer or demotion to a position within their section. Such request must be made to the Regional Building Official and need not follow the normal employment process.

An employee may also request a voluntary transfer or demotion to a position in another section. Such request must be made to the Regional Building Official and need not follow the normal employment process. The Regional Building Official will coordinate with the respective Section Supervisors to determine if the request for a transfer/demotion can be arranged.

An employee appointed to a different position in the same classification shall retain the former step increase date. The salary of an employee demoted to a position in a different classification shall be determined by the employee's qualifications and shall be reduced to a step within the range of the new classification.

### **Involuntary (Disciplinary)**

An employee may be involuntarily demoted for disciplinary reasons or unsatisfactory performance to a classification with a decreased salary range. Such action will result in a salary reduction and be handled in accordance with the appropriate discipline and appeal procedure.

### **EMPLOYEE RESTRICTIONS**

An employee may not hold simultaneous positions with the Department and any other entity which the Department serves.

An individual under contract with any political entity or the Regional Building Department may not become or remain an employee of the Department.

An individual under 16 years of age may not become an employee for the Department.

Individuals who cannot establish proof of their legal right to work within the United States shall not be employed by the Department.

### **OTHER EMPLOYMENT**

An employee who holds a second job with another employer, or who is self-employed, shall consider the position with the Department as primary.

An employee may not hold a second job or engage in a self-employment relationship with any individual or employer over whose work product the employee directly inspects or supervises as a part of their normal Department job.

The second job or self-employment may not be conducted during working hours, nor may Department buildings, supplies, or equipment be used to conduct such business.

### **RELATIVE POLICY (NEPOTISM)**

An applicant or employee shall not receive preferential consideration because of relationship to another employee.

Other than spouses, no two (2) members of an immediate family (parent, guardian, child, brother, sister, grandparents, and grandchild, including these relatives in-law, step or half, or any other family member residing in the employee's household) shall be employed by Regional Building Department. Spouses may be employed by Regional Building, however it will be prohibited when one spouse exercises supervisory or disciplinary authority over the other spouse; one spouse would audit, verify or receive or be entrusted with money received or handled by the other spouse; and/or one spouse has access to the other spouse's confidential information, including payroll and personnel records.

Should marriage or any other event cause a violation of this policy, either employee must, within 90 days, secure other employment which does not violate this policy or resign.

## **APPOINTMENTS**

### **Original**

An original appointment is initial employment in a regular position.

### **Promotion**

A promotion is an appointment to a position in a classification with an increased salary range.

### **Career Development**

A career development appointment is an appointment to a position in a classification for which the employee must undergo additional on-the-job training, education, licensing, and/or certification in order to meet the established minimum qualifications.

### **Demotion**

A demotion is an appointment to a position in a classification with a decreased salary range. This action may be voluntary or involuntary.

### **Transfer**

A transfer is an appointment to a different position in the same classification or to a position in a different classification with the same salary range. A transfer may be voluntary or involuntary.

## **Special**

A special appointment is employment in a budgeted full or part-time special or regular position. Such appointments need not follow the normal employment process.

## **Abandonment of Position**

An employee, absent for 3 consecutive working days without prior approval of the immediate supervisor, shall be considered to have abandoned their position and shall be separated. Such a separation is considered voluntary and may not be appealed.

Reinstatement may occur upon the approval of the Regional Building Official, provided that the employee is able to provide an acceptable explanation for their actions and prove inability to contact the immediate supervisor.

## **Resignation**

A resignation is a voluntary separation from employment. An employee is expected to provide a minimum of 10 working days notice prior to the effective date of the resignation. Written verification of the resignation may be required by the immediate supervisor.

## **Discharge**

A discharge is an involuntary separation from employment.

## **Retirement**

Retirement is a voluntary separation from employment for reasons of age and service or medical condition for which the employee received an immediate annuity. To be considered as retired from the Department, an employee must have made application for retirement prior to the date of separation.

## **LAYOFFS**

The layoff procedure shall be governed by employee seniority which is defined as the most recent period of continuous regular employment Department-wide. The layoff procedure shall be administered by the Regional Building Official.

Upon notification of the Regional Building Official of a pending layoff, an employee in the original introductory period who occupies a regular position affected by the layoff procedure shall be immediately separated.

When a regular position is abolished, a regular employee occupying such a position may, if senior to, displace the least senior employee Department-wide occupying a position (in order):

- \$ In the same classification;
- \$ In a lower ranking classification in the same classification series (in descending order);
- \$ In a former classification;
- \$ In lower ranking classifications in the former classification series (in descending order).

In the above cases, the employee must meet the minimum qualifications of the classification.

### **Acceptance/Availability of New Positions**

If any of the above are not accepted by the employee or if none of the above are possible, the employee shall be separated.

An employee who is so displaced may, in turn, utilize the layoff procedure.

### **Compensation Upon Layoff/Displacement**

An employee who accepts a position in a lower ranking classification shall be reduced in salary to no less than Step 4 of the lower classification.

### **Preferred Employment**

An employee who accepts a lower ranking position or who is separated as a result of layoff shall be placed on a preferred employment list. Employees shall be listed by pre-layoff classification in seniority order. Such list shall remain in effect for a period of one year. Any vacant position, in a classification for which there is a preferred employment list, shall be offered in seniority order to persons on such lists prior to recruitment.

A person on a preferred employment list who accepts an offer of employment through the normal employment process or who declines an offer of employment from the preferred employment list shall be removed from the list.

### **Reinstatement**

An employee who is separated as a result of a layoff and accepts an offer of employment shall be reinstated. Such reinstatement shall include seniority credit for continuous permanent employment prior to the layoff. Specific conditions and benefit provisions concerning reinstatement shall be provided to the employee, in writing, at the time of layoff.

## **OUT-PROCESSING**

Upon separation, an employee must report to the Regional Building Official, at a mutually agreed upon time, for the purpose of out-processing. Out-processing includes an exit interview (voluntary separations only) and/or final disbursement of salary and benefits information.

## **EMPLOYEE MEDICAL EXAMINATIONS**

An employee will be required to submit to a medical examination when the Regional Building Official determines that the employee's ability to perform may be affected. Such medical examination shall be conducted by a Department appointed medical examiner and shall be at Department expense.

### **Employee Drug/Alcohol Test**

Any employee will be required to submit to a drug/alcohol test when the Regional Building Official determines there are factors or incidents directly related to job performance or physical symptoms commonly associated with drug/alcohol usage that affect the employee's ability to perform the job duties.

Based upon Federal/State legislation, employees in certain positions may be required to successfully complete a random, post accident, return to duty, and/or other drug/alcohol test. Such requirements must be coordinated with and approved by the Regional Building Official.

All testing shall comply with the provisions of the Drug/Alcohol Fitness for Duty Manual and, where applicable, Department drug policies mandated by Federal/State legislation.

## **PERSONNEL RECORDS**

Official employee records shall be maintained in the Regional Building Department. The employee shall receive a copy of all material that is forwarded for inclusion in the employee's record.

### **Public Inspection**

The Regional Building Department will release information contained in a personnel record as required by the Colorado Open Records Act, or other applicable law.

### **Employee Review**

Employees may review, and upon request, receive a copy of any information in their record. Employee personnel files may not be removed from the Regional Building Department, nor may documents be removed from the files.

### **Management Review**

Only administrative, management, and supervisory personnel with a need to know may review the employee personnel records unless otherwise ordered disclosed by the court.

### **Employee Reference**

External release of employment information, except as otherwise authorized in an original notarized release by the employee, shall be limited to the dates of employment, classification history, and salary information. Any additional information may only be released by the Regional Building Official in accordance with state laws.

### **Changes in Personal Data**

Employees are responsible to notify the Regional Building Department of any change in name, address, or telephone number.

### **SERVICE AWARDS**

It is the policy of the Department to recognize an employee for length of regular service upon the completion of 5 years of employment and periodically thereafter.

### **Length of Service**

Length of service for the purpose of determining service awards includes all periods of Department employment in a regular position.

## **CHAPTER IV: EMPLOYEE RELATIONS**

### **PART I - OPEN COMMUNICATIONS**

#### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department to encourage and promote open communications throughout all levels in the organization.

#### **Section Supervisor Responsibility**

Section Supervisors are responsible for ensuring that open information channels are established and maintained within their organizations.

#### **Open Door Policy**

Every member of the management team from Regional Building Official to first-line supervisor shall have an "open door" to any employee. This "open door" provides an opportunity for an employee to go directly to any management team member to discuss any issue, problem, concern, or seek clarification and additional information on an area of interest. Employees will be afforded this opportunity openly and without reprisal. Open door policy meetings must be scheduled at a time mutually agreeable to the employee, the supervisor, and member of the management team.



## **CHAPTER IV: EMPLOYEE RELATIONS**

### **PART II - EMPLOYEE CONDUCT**

#### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department that employee personal and professional behavior reflect favorably on the employee and the Department.

#### **DISCIPLINARY/DISCHARGEABLE OFFENSES**

An employee may be disciplined and/or discharged for, but not limited to, the following violations or incidents:

- \$ Conduct deemed by the Department as unbecoming a Department employee;
- \$ Insubordination;
- \$ Violation of Department or Section written or verbal policies or procedures;
- \$ Incompetence or unsatisfactory job performance;
- \$ Theft, misappropriation, abuse, destruction, or waste of public and/or private property, and Department equipment or materials.
- \$ Fraud, falsification, deceit, departing from the truth, or solicitation of favors, gifts, services, or bribes in the conduct of Department business;
- \$ Conviction of criminal charges;
- \$ Reporting for work impaired or incapacitated due to the use of alcohol or nonprescribed drugs;
- \$ Consumption or possession of alcohol or nonprescribed drugs on Department time or property;
- \$ Abuse of paid leaves;
- \$ Conducting a personal business while on Department time;
- \$ Sexual harassment and other forms of illegal discrimination in the conduct of Department business;

- \$ Unsatisfactory work habits to include tardiness, violation of break and lunch policy, departing prior to the designated time, excessive absenteeism, horse play, loafing, sleeping on the job, violation of safety rules, etc.;
- \$ Failure to report the loss of required license or certification;
- \$ Acts or threats of physical violence; intimidation or coercion, or abusive, offensive, or obscene language or conduct towards the public, public officials, or employees;
- \$ Work disruption or stoppage, strike, or other forms of job action or withholding of services;
- \$ Participating in activities, including other employment, self-employment, sports, hobbies, etc., which impedes the recovery from illness/injury while on paid sick leave, limited duty, or injury leave;
- \$ Failure to cooperate in a Department investigation;
- \$ Gambling or fighting on Department time or property;
- \$ Unauthorized possession or use of firearms or hazardous materials on Department time or public property;
- \$ Using abusive language or making false or malicious statements concerning any employee, the Department, or its services or any entity which the Department serves;
- \$ Unauthorized use or release of confidential, sensitive or privileged information;
- \$ Unauthorized posting, removing, or altering of bulletin board notice.

## **GRATUITIES**

An employee shall not solicit or accept any gift, gratuity, favor, entertainment, loan, or any other item of monetary value from any person who has, or is seeking to obtain, contractual or other business or financial relations with the Department; conducts operations or activities that are regulated by the Department; or has interests that may be substantially affected by the employee's performance of assigned duties and responsibilities.

An employee may accept food and refreshment in such instances as a luncheon, dinner meeting, or inspection tour if the instance occurs in conjunction with Department business.

Service or product discounts offered universally to all employees through a regulated Department process do not constitute gratuities.

An employee may accept unsolicited advertising or promotional material of nominal value, provided its use is restricted to the employee's performance of assigned duties.

### **HONORARIUM**

An employee who is authorized to provide service or assistance to another public or a private organization while on Department time and who receives an honorarium or a stipend, shall surrender same to the Department.

### **CONFLICT OF INTEREST**

An employee who has a direct or indirect financial interest in any contract with the County of El Paso and any political entities therein, in any matter before these entities or their Boards and Commissions, in any sale of land, material supplies, or services to the Department, or to a contractor supplying the Department, shall make known that interest and refrain from participating as a Department employee in such sale, in the award and administration of such contract, or in any such matter before the entities or their Boards or Commissions. Further, employees and/or certain members of their immediate families who sell goods or materials or provide services for compensation to the Department must do so in compliance with current Purchasing Policies and Procedures.

An employee who conceals such financial interest or violates the requirements of this section shall be subject to disciplinary action.

### **POLITICAL ACTIVITY**

An employee shall not use or permit others to use the authority of their position to actively support either a candidate for City Council of Colorado Springs, Fountain or Manitou Springs, County Commission of El Paso County, or the Board of Trustees for Green Mountain Falls, Monument, or Palmer Lake, or any other political candidate who would serve wholly or partly within the service area of the Department.

An employee who files the declaration for candidacy for any elective office of the State of Colorado, the County of El Paso, or any political entities wholly or partly within the service area of the Department, shall immediately resign from their position.

## **WORKPLACE VIOLENCE**

The Regional Building Department seeks to provide employees a work environment which is free of harassment, intimidation, threats, or violent behavior.

To maintain this environment, the Department will not tolerate any form of behavior which may include, but no limited to, the following; conditional, direct or veiled threats of violence; acts of intimidation; coercion, physical violence; abusive language; or threats of reprisal.

Any employee who believes that they have been subjected to any of the actions listed above, or other acts or threats considered a violation of this policy, or any employee who has knowledge of such acts or potential threats of violence must immediately report the situation to one of the following individuals of the employee's choice. It is the policy of the Regional Building Department to provide employees a work environment which is free of harassment, intimidation, threats, or violent behavior.

- \$ the immediate supervisor;
- \$ a higher level supervisor in the department management structure
- \$ the Regional Building Official;
- \$ the Equal Employment Opportunity Administrator.

An employee involved in, or who knows of a serious situation which requires immediate action in order to avert a violent situation must contact the appropriate law enforcement agency immediately.

Any reported violation of this policy will be thoroughly investigated in a timely manner. Reported acts of violence or potentially violent situations will be immediately reviewed by the Regional Building Official. The Regional Building Official will include the involvement of appropriate law enforcement agencies, medical professionals (EAP), the affected Section Supervisor, and Regional Building's attorney.

## **POSSESSION OF FIREARMS**

An employee may be disciplined, to include discharge, for the possession or use of a firearm in the workplace even if such employee has a Concealed Weapons Permit.

Exceptions to this policy may be granted, in writing by the Regional Building Official.

## **CORRECTIVE/DISCIPLINARY ACTION**

The Department will take the appropriate corrective/disciplinary action based on the findings of such investigation. An employee whose behavior is determined to be in violation of this policy is subject to disciplinary action up to and including discharge.

## **WORKPLACE HARASSMENT**

The Pikes Peak Regional Building Department seeks to provide a work environment free from sexual harassment or other harassment based on race, color, religion, national origin or disability. With respect to sexual harassment, physical, written or spoken conduct of a sexual nature constitutes sexual harassment when:

- (1) submission to such conduct is made, either expressly or implicitly, a term or condition of an individual's continued employment; or
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an employee; or
- (3) the conduct is repeated and unwelcome and substantially interferes with an employee's work performance or creates what a reasonable person would consider to be an intimidating, hostile, or offensive working environment.

Examples of behavior which may, depending upon all the circumstances, constitute sexual harassment are: repeated, offensive sexual flirtations, innuendos, advances, or propositions; continued or repeated verbal abuse of a sexual nature or using gender specific terms; graphic verbal statements regarding an individual's body; sexually degrading words used to describe an individual; and the display of sexually suggestive objects or pictures in the workplace.

### **Complaints**

An employee who witnesses harassment (whether sexual or any other type of harassment) or who believes they have been subjected to harassment, whether by a supervisor, co-worker, subordinate, or non-employee, must report it immediately to one of the following individuals of the employee's choice:

- ?? the immediate supervisor;
- ?? a higher level supervisor in the management structure;
- ?? the City's Equal Opportunity Programs Administrator; or
- ?? The Regional Building Official.

An employee who honestly and in good faith reports harassment will not be subject to discipline or retaliation. The Department management representative who first receives the

employee's complaint will immediately notify the Regional Building Official and the Equal Opportunity Programs Administrator.

### **Investigation**

Once the Regional Building Department is notified of a harassment complaint, it will be thoroughly investigated in a timely manner. Such complaints and investigation will be treated to the extent possible in a confidential manner.

### **Corrective/Disciplinary Action**

An employee found in violation of this policy is subject to disciplinary action up to and including discharge.

### **DRUG/ALCOHOL FITNESS FOR DUTY**

The purpose of Drug/Alcohol Fitness for Duty Policy is to enhance the safety, health, and well being of Department employees and the people they serve.

#### **Drug/Alcohol Fitness for Duty**

The Department shall publish and maintain a Drug/Alcohol Fitness for Duty Manual to supplement the policy contained herein.

#### **Drug/Alcohol Awareness**

Employee Services provides drug/alcohol awareness training programs to inform employees and supervisors as to the effects of drug/alcohol use upon the individual, the family, and the organization; warning signs of use in the workplace; the Department's Drug/Alcohol Fitness for Duty Policy; and available resources for drug/alcohol counseling and rehabilitation.

Additionally, the Department provides a confidential means for employees and their dependents to obtain information and assistance with drug/alcohol related problems through the Employee Assistance Program.

#### **Drugs or Alcohol in the Workplace**

An employee is prohibited from the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage in the workplace or on Department property.

An employee who reports to work under the influence of or whose performance is impaired through the use of alcohol or nonprescribed drugs is subject to disciplinary action.

An employee is permitted to use or possess over-the-counter drugs or medically prescribed drugs in the workplace. Should an employee have reason to believe, or have been informed by their physician or pharmacist, that the use of such over-the-counter or prescription drugs may affect their ability to perform the job duties, the employee shall notify their supervisor. The employee shall not be required to reveal to the supervisor any medical information relating to their use of such over-the-counter or prescription drugs. The supervisor shall assure that the confidentiality of any information and privacy of the employee as well as the safety of the employee and others are maintained.

Abuse or misuse of over-the-counter drugs or prescription drugs will be considered a violation of policy.

### **Intervention/Consequences**

The Department's goal continues to be that employees will take responsibility for their own behavior and voluntarily seek help through the Department's Employee Assistance Program or other professional programs to resolve drug or alcohol related problems.

However, to ensure compliance with this policy, it is necessary to include alternative interventions when an employee exhibits job performance and/or other physical symptoms, commonly associated with drug or alcohol usage.

The appropriate intervention/consequences shall be based upon case-by-case analysis and may include, but are not limited to, the following:

- \$ Administrative leave with or without pay;
- \$ Mandatory assessment by a Certified Counselor. Such assessment requires that the employee sign an authorization for release of information so that the Certified Counselor can report the results of the assessment to the Regional Building Official;
- \$ Drug/alcohol testing in accordance with the provisions of the Drug/Alcohol Fitness for Duty Manual and, where applicable, department drug policies mandated by Federal/State legislation;
- \$ In-patient/out-patient treatment and rehabilitation;
- \$ Assignment to a different position/classification;
- \$ Employment agreement;
- \$ Disciplinary action up to and including discharge.

Failure or refusal by an employee to abide by the conditions of the Drug/Alcohol Fitness for Duty Policy shall be grounds for discharge.

## **Workplace Drugs Convictions**

An employee must notify the Regional Building Official of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 working days after such conviction. Should such employee be engaged in the performance of work funded by a federal grant subject to the requirements of the Drug-Free Workplace Act of 1988, the Department shall notify the granting agency within 10 working days after receiving notice from the employee or otherwise receiving actual notice of such convictions.

The Department shall further take the following actions, within 30 days of receiving notice with respect to any employee who is so convicted:

- \$ Require such employee to successfully complete an approved drug/alcohol assistance or rehabilitation program, and/or
- \$ Take appropriate disciplinary action against such employee, up to and including discharge.

## **ACTION UPON THE FILING OF CRIMINAL CHARGES**

An employee against whom criminal charges are filed may be placed on a leave-of-absence, with or without pay, pending the outcome of such charges. An employee charged with a felony is required to notify the Regional Building Official of such charge within ten working days. Such leaves-of-absence, to include pay status, must be approved by the Regional Building Official. In the case of a leave-of-absence without pay, an employee may utilize accrued vacation during this period.

Criminal charges include felony, misdemeanor, public and petty offenses as so defined in the statutes of the United States, the State of Colorado, other sovereign states, the City of Colorado Springs, and other city and county governments. Criminal charges shall not include traffic or other charges which are specifically differentiated and exempted from statutory criminal offenses.

Should the employee be found not guilty, should the outcome of such charges result in deferred prosecution, or should such charges be dismissed, the employee shall be reinstated to include retroactive salary and benefits. Employees so reinstated may be subject to disciplinary action. Retroactive salary and benefits will not be provided in cases resolved through a finding or plea of guilty, no contest, or deferred sentence.

## **Notification of Outcome of Charges**

Should a finding or plea of guilty, no contest, or deferred sentence be entered on such charges, the employee must notify the Regional Building Official of the status of the case



no later than 5 working days after the entry of such plea. Failure to notify the Regional Building Official shall be grounds for discharge.

Upon notification, the Regional Building Official shall determine the proper action to be taken. Factors considered may include the nature and type of the crime, the employee's position, the employee's prior job performance, the employee's length of service, and the employee's fitness to perform. The Department reserves the right to discipline an employee up to and including discharge for violation of any local, state, or federal criminal laws which, in its sole judgment, may render the employee unfit to perform their job, may bring disrepute upon, and/or may compromise the integrity of the Pikes Peak Regional Building Department.

## **SEARCH AND SEIZURE**

At the discretion of the immediate supervisor or authorized security personnel, an employee may be subject to a search of the work site, assigned Department equipment or property, and personal possessions while on Department-owned or Department-leased property.

During such a search, Department property in the unauthorized possession of the employee may be confiscated.

## **EMPLOYEE GROUPS**

An employee may not be prohibited from, or coerced into, joining an employee group. An employee group, or any member thereof, may not solicit membership or conduct business meetings on Department time.

## **Use of Department Buildings**

An employee group may use Department buildings or facilities after work hours to conduct business meetings with the prior approval of the Regional Building Official.

## **Use of Department Mail and Bulletin Boards**

An employee group may use the interoffice mail system, and, with the approval of the Regional Building Official, may use bulletin boards for the posting of information.

## **DRESS CODE**

In order to maintain a good public image and to assure public safety, employees are required to dress in attire suitable to the position. Specific dress requirements may be established by the Regional Building Official.

## **GIFTS FOR EMPLOYEES**

An employee may not be required or coerced to make a contribution for a gift or provide a favor for another employee.

## **BULLETIN BOARDS**

Section Supervisors shall designate official bulletin boards in sufficient numbers to assure that all employees have daily access to posted information.

Each employee is required to read and/or have knowledge of information that is posted on official bulletin boards.

## **CHAPTER IV: EMPLOYEE RELATIONS**

### **PART III - COMPLAINT RESOLUTION**

#### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department to provide prompt and equitable resolution of employee complaints. An employee presenting a complaint shall not be subject to reprisal.

#### **COMPLAINTS**

Prior to initiating a complaint, the employee must discuss the alleged act or action with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a formal complaint.

A regular employee may file a formal complaint that involves the following acts, omissions, or situations: the interpretation and misapplication of written or verbal policy, procedure or established practice; alleged unsafe act or practice; alleged illegal discrimination.

An introductory, special, or hourly employee may file a complaint only an alleged unsafe act or practice or alleged illegal discrimination.

#### **FORMAL COMPLAINT PROCEDURE**

Employee formal complaints will be resolved in accordance with the following procedure:

##### **Immediate Supervisor / Division Head**

A Complaint Resolution/Appeal form must be submitted to the immediate supervisor not later than 10 working days following the alleged act or action.

The immediate supervisor shall attempt to resolve the complaint and shall provide the employee a written response not later than 10 working days following receipt of the complaint.

Should the employee be dissatisfied with the immediate supervisor's response, the employee may submit the complaint to the Regional Building Official not later than 10 working days following receipt of the supervisor's response or the occurrence of the original alleged act or action.

## **Regional Building Official**

The Regional Building Official shall attempt to resolve the complaint and shall provide the employee a written response not later than 10 working days following receipt of the complaint. Response by the Regional Building Official ends the complaint resolution process.

### **COMPLAINT RESOLUTION PROCESS GENERAL PROVISIONS**

Formal employee complaints and employer responses must be in writing with a copy provided to the Regional Building Official. The written complaint should include the employee's suggested solution to the grievance.

Attorneys are not permitted to appear on behalf of the employee in any step of the complaint resolution process.

The Department will provide reasonable accommodations to any employee who has a qualified disability as defined by the Americans with Disabilities Act necessary to afford such an employee full access to this policy.

Should a meeting be held for the resolution of a complaint, an employee may be accompanied by another employee from the Department. Such an employee shall receive their normal pay and shall not be subject to reprisal.

Employees may be requested to appear at any such meeting. Such employees shall be required to appear, shall receive their normal pay, and shall not be subject to reprisal.

A complaint shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the complaint to the next level.

Complaint resolution process time limits may be extended for good cause by the Regional Building Official. Requests for extension and the response to such request shall be in writing. The employee and the Department shall each be allowed one reasonable postponement in the proceedings. A reasonable postponement shall not exceed 45 calendar days.

## **CHAPTER IV: EMPLOYEE RELATIONS**

### **PART IV: DISCIPLINE AND APPEAL PROCEDURE**

#### **GENERAL STATEMENT**

It is the goal of the Pikes Peak Regional Building Department to provide a system of discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

#### **DISCIPLINARY ACTIONS**

The Regional Building Official reserves the exclusive right to determine the level of disciplinary action.

##### **Verbal Reprimand**

A verbal reprimand may be imposed by the immediate supervisor for minor violations or incidents. Such a reprimand must inform the employee of the violation or incident, the required corrective action, and the consequences of additional violations or incidents.

The immediate supervisor should maintain a record of a verbal reprimand.

A verbal reprimand may not be appealed.

##### **Written Reprimand**

A written reprimand is generally imposed by the immediate supervisor for an employee's failure to respond to prior discipline, or for violations or incidents of a serious nature. Such reprimand must inform the employee of the violation or incident, the required corrective action, and the consequences of additional violations or incidents.

A copy of the written reprimand must be furnished to the employee and the Regional Building Official for inclusion in the employee's personnel records.

A written reprimand may be appealed to the Regional Building Official only.

## **Suspension:**

### **Without Pay:**

A suspension without pay is a period of leave without pay and is normally imposed for an employee's failure to take corrective action in response to prior discipline or for violations or incidents of a serious nature.

A suspension without pay may only be imposed by the Regional Building Official.

### **With Pay:**

A suspension with pay is utilized to allow an employee who demonstrates an inability to perform a job, time to consider their commitment and ability to meet the established performance standards and expectations of the job. Upon return, continued employment is based upon the employee's written agreement to meet all performance standards and expectations.

Such suspension with pay will generally be for one day and shall be subject to Department Head approval and review by the Regional Building Official.

## **Letter of Suspension**

The letter of suspension (with or without pay) must inform the employee of the violation or incident, the required corrective action, and the consequences of additional violations or incidents. A copy of the letter of suspension must be furnished to the employee and will be included in the employee's personnel records.

## **Involuntary Demotion (Disciplinary)**

An employee may be involuntarily demoted for unsatisfactory job performance or disciplinary reasons to a classification with a decreased salary range. Such action will result in a salary reduction. An involuntary demotion may be imposed by a Department Head or Regional Building Official for an employee's failure to take corrective action in response to prior discipline, for violations or incidents of a serious nature, or as a result of at least 2 successive unsatisfactory performance appraisals. An involuntary demotion must have the prior approval of the Regional Building Official.

## **Discharge**

A discharge may be imposed by the Regional Building Official for an employee's failure to take corrective action in response to prior discipline, for violations or incidents of a serious nature, or as a result of at least 2 successive unsatisfactory performance appraisals.

## **Pre-termination Meeting**

No regular employee shall be discharged without being afforded a pre-termination meeting.

A pre-termination meeting shall be conducted by the Regional Building Official and shall, as a minimum, provide for:

- ?? Advance written notice to include the purpose of the meeting;
- ?? An explanation of the allegations, the evidence supporting the allegations, and the proposed action to be taken;
- ?? An opportunity for the employee to respond to the allegation and the evidence.

## **Decision**

Following the pre-termination meeting, the Regional Building Official may conduct further investigation, shall consider the evidence supporting the allegations, and shall make a determination as to whether the allegations are true and support the proposed discharge, a lesser form of discipline, or no disciplinary action at all.

The decision shall be communicated in writing to the employee.

A regular employee may appeal a written reprimand, a suspension (with or without pay), a discharge, or any involuntary demotion (disciplinary), in accordance with the following procedure:

## **Hearing Officer Appeal**

Where the decision of the Regional Building Official involves a suspension without pay, discharge or involuntary demotion (disciplinary), the employee may appeal to a third-party hearing officer independent from the Regional Building Department not later than 5 working days following receipt of the Regional Building Official's written notification of discipline. Such appeal must be in writing and be delivered to the Regional Building Official.

The hearing officer shall conduct a hearing in accordance with the procedures. Such hearings shall be scheduled and a written response provided to the employee as expeditiously as practicable but no later than 30 working days following the receipt of the appeal.

The decision of the Regional Building Official concerning verbal and written reprimands is final and binding. The decision of the hearing officer following appeal of a suspension without pay, a discharge, or an involuntary demotion (disciplinary) is final and binding.

## **DISCIPLINARY APPEAL PROCEDURE**

### **General Provisions**

All appeals must be submitted in writing and delivered to the Regional Building Official.

The Regional Building Department will provide reasonable accommodations to any employee who has a qualified disability as defined by the Americans with Disabilities Act necessary to afford such employee with full access to this policy.

The employee may be accompanied by another regular employee from the Department and/or may appear with an attorney as counsel or representative. Such an employee shall receive their normal pay and shall not be subject to reprisal.

In appeal hearings before a third-party, the employee and the employer shall present their positions, utilizing such witnesses, cross-examination, argument, rebuttal, documents, and other evidence as determined necessary.

Employees may be requested to appear as witnesses. Employees requested as a witness are required to appear and shall receive their normal pay, and shall not be subject to reprisal.

The names of the employee witnesses must be provided to the Regional Building Official in sufficient time to arrange for their appearance.

All disciplinary hearings shall be recorded.

As a result of a disciplinary appeal hearing, the hearing officer may affirm, deny or reduce the previously imposed disciplinary action.

A disciplinary appeal shall be considered void should the employee fail to comply with the prescribed time limits.

Disciplinary appeal procedure time limits may be extended for good cause by the hearing officer. Requests for extension and the response to such requests shall be in writing. The employee, or their representative, and the employer shall each be allowed one reasonable postponement in the proceedings. A reasonable postponement shall not exceed 45 calendar days.

In the event the appealed disciplinary action is reduced or overturned, the related documentation in the employee's personnel records will be adjusted accordingly.



## **CHAPTER V: EMPLOYEE DEVELOPMENT**

### **GENERAL STATEMENT**

It is the policy of the Pikes Peak Regional Building Department to maximize the productivity of the work force and to provide an opportunity for individual employee growth and career development through job-related training and development programs.

### **ADMINISTRATION**

The Section Supervisor shall, in coordination with the Regional Building Official, analyze and determine the need for training related to the areas of management, administration, communications, and general employee development.

Upon the determination of need and the availability of Department budgeted funds, the Regional Building Official will design, develop, and implement the necessary programs.

The Regional Building Official shall monitor and evaluate the efficiency, effectiveness, and application of such programs.

The Section Supervisor shall be responsible for technical training specific to operational requirements within that Section. If such technical training would be applicable to more than one section, the Regional Building Official may coordinate the development and implementation of the course/program.

### **DIRECTED TRAINING**

The Regional Building Official may direct an employee to attend training that will provide or enhance the employee's knowledge, skills, and abilities. Such training would include classes, seminars, or workshops offered by the Department or outside sources. Employee attendance at such training is mandatory. All costs related to the training will be paid by the Department.

Directed training related to management, communication, administration, or general employee development must be coordinated with and approved by the Regional Building Official prior to enrollment or registration.

A nonexempt employee, receiving directed training outside the scheduled work hours, shall be compensated at the appropriate overtime rate. This provision does not apply to employees participating in an approved apprenticeship program.

### **EDUCATIONAL ASSISTANCE**

Educational assistance is reimbursement for tuition, registration, and other approved fees for job-related and career development courses or for courses that are part of an approved undergraduate or Master's Degree program. Such reimbursement shall be limited to in-state rates or their equivalent.

### **General Provisions**

Educational assistance is limited to courses provided by accredited and approved institutions as determined by the Regional Building Official and is governed by the availability of department funds.

### **Tax Status of Reimbursements**

The determination of the tax status of education assistance reimbursement benefits under this policy shall comply with current Internal Revenue Service (IRS) code. Historically, legislation establishing/changing the IRS code as it relates to the taxation of such benefits requires that classes be categorized as either job-related or career development. To assure proper record keeping in the event of changes to the IRS code, the Department will determine which of the 2 categories is appropriate for all classes submitted for reimbursement. Human Resources will inform employees of the tax status of such benefits in the event of change.

### **Eligibility**

To be eligible for educational assistance, an employee must meet established job performance expectations. Employees eligible to receive educational assistance are:

- \$ Regular, full-time employees;
- \$ Regular, part-time employees (reimbursement based on the policy for part-time employee benefits);
- \$ Introductory employees (reimbursement is contingent upon successful completion of the introductory employment period); and
- \$ Special employees (reimbursement for job-related courses only).

An employee requesting educational assistance for courses required to fulfill an undergraduate or Master's Degree must first have the degree program approved by the Regional Building Official to ensure that the degree program is applicable.

### **Application**

All request for educational assistance must be approved by the Regional Building Official. Such request must be received by the Department Head prior to the completion of the class.

To apply for educational assistance, an employee must submit a Request for Educational Assistance Form to the Regional Building Official. Such request must be received prior to the completion of the class for which the request is being made. An employee must submit a Request for Educational Assistance Form to the Regional Building Official for verification of the reimbursement amount and to categorize the class (es) as either job-related or career development.

### **Completion**

Successful completion is attainment of a minimum grade of "C," "satisfactory or pass" for undergraduate classes; a minimum grade of "B" or "pass" for Master-s level classes.

An employee who does not successfully enroll in or complete an approved course and subsequently wishes to re enroll, must submit a new Request for Educational Assistance Form.

### **Time off to Attend**

Time off from scheduled work hours to attend approved courses may be approved by the Section Supervisor or designee. Such time off shall be made up through flex time or charged to vacation, personal holiday, or unpaid time.

### **Other Financial Assistance**

An employee who receives governmental aid or other financial assistance, such as VA benefits, scholarships, or grants will be eligible for reimbursement from the Department for that portion of the approved costs not covered by such assistance.

### **JOB-RELATED EDUCATIONAL ASSISTANCE**

Job-related educational assistance is reimbursement for approved costs for courses which provide knowledge, skills, and abilities related to the employee's current position. The Regional Building Official, in coordination with the Department Head, shall determine the job-relatedness of such education.

## **CAREER DEVELOPMENT EDUCATIONAL ASSISTANCE**

Career development educational assistance is reimbursement for approved costs for courses related to a desired career position Department-wide or for courses fulfilling an undergraduate degree when a degree is part of the qualifications for such a position.

Should an employee resign within 24 calendar months after completion of career development course(s), the employee must repay all reimbursements received for such course(s).

## **PERFORMANCE EVALUATION**

Performance planning begins with the establishment and communication of performance expectations to the employee at the beginning of the evaluation period, and should be informally reviewed at least once during the evaluation period. Performance expectations can be renegotiated if circumstances warrant.

The formal evaluation at the end of the evaluation period shall be conducted by the immediate supervisor and be in writing.

The written evaluation shall be reviewed by the Regional Building Official and included in the employee's personnel file.

### **Frequency**

The job performance of all special and regular employees shall be evaluated annually. Supervisors are encouraged to evaluate the performance of employees in their introductory period during the 3rd and 5th months.

## **CHAPTER VI: SAFETY**

### **GENERAL STATEMENT**

The safety and health of the Pikes Peak Regional Building Department's employees and the public are paramount and shall receive first consideration in the design and performance of any job. The safety and health of employees shall not be compromised to provide expedient service.

### **PROGRAM RESPONSIBILITY**

It is every Section Supervisor's responsibility to develop, implement, and assure compliance with an effective safety and health program. Such program with applicable rules and procedures shall meet or exceed established federal, state, and city laws and accepted industry practices. The City's Safety Section will provide technical assistance in support of the development and maintenance of such programs.

Section Supervisors have the responsibility to identify and assess occupational safety and health hazards. In coordination with the Safety Section, ongoing training should be provided to inform employees on preventive measures to minimize or eliminate such hazards in the work place.

The Department will provide employees with appropriate personal protective equipment and, in conjunction with the Safety Section, train employees on its proper use.

The Safety Section will provide assistance in work place safety assessments, coordinate and/or provide safety training, investigate accidents, make recommendations for improved work procedures and, in conjunction with the department, conduct audits of the Department's safety and health program.

### **EMPLOYEE RESPONSIBILITY**

It is the responsibility of each employee to:

- \$ be safety conscious at all times;
- \$ follow established safety and health rules and procedures in performing work assignments;
- \$ request additional information or clarification on assignments that are unclear;
- \$ operate all Department equipment, tools, machinery, and vehicles in accordance with manufacturer guidelines and safety practices;

- \$ wear all appropriate protective equipment;
- \$ use lap and shoulder belts, where provided, at all times while operating or riding as a passenger in a Department vehicle or private vehicle on Department business; and
- \$ immediately report to immediate supervisor and co-workers of any unsafe work condition, equipment malfunction, or other situations that could endanger employees or the public.

Failure to observe these and other department safety rules and regulations may be cause for disciplinary action.

### **REPORTING ACCIDENT/INJURIES**

Employees shall immediately notify their immediate supervisor, Safety Section, and if appropriate, law enforcement authorities of any accident causing damage to a Department vehicle or property, or injury to anyone requiring professional medical attention.

### **NOTIFICATION OF FAMILY MEMBERS**

The Regional Building Official shall be responsible for establishing a procedure for the emergency notification of family members. In the event of an emergency, the Safety Section may assist the department with the notification in accordance with such procedures.

Employees are responsible for providing and updating the name of an individual to be contacted in the event of an emergency. This name must be provided to the employee's department and the Regional Building Official.

### **DRIVER-S LICENSE REQUIREMENTS**

An employee must possess and maintain a valid, appropriate Colorado Driver's License in order to operate a Department-owned vehicle or a personally owned vehicle on Department business. Supervisors shall be responsible for assuring that employees have such license and necessary qualifications before allowing the employee to operate any Department vehicle or equipment.

## **LOSS OF LICENSE**

An employee whose driver's license is suspended or revoked by the State of Colorado must immediately notify their supervisor and cease operating Department vehicles and personal vehicles on Department business/property.

Failure to make such notification is grounds for discharge.

## **BUSINESS-RELATED VEHICLE OPERATION**

Operation of a Department-owned vehicle is restricted to official Department business unless the employee has a contrary employment agreement that allows greater usage.

Department owned vehicles will only be used to transport passengers who are Department employees or individuals engaged in official Department business.

An employee operating a Department-owned vehicle is covered by the Department's liability insurance. An employee transporting a non-department employee as a passenger in a Department-owned vehicle in violation of this policy shall reimburse the Department for any state required personal injury protection insurance coverage for such passenger in the event of a vehicle accident.

An employee who is authorized to operate a private vehicle on official Department business shall be reimbursed for such usage at a rate prescribed by the Regional Building Official. Employees are also responsible for maintaining automobile liability insurance coverage which meets the State of Colorado Financial Responsibility requirements. Failure to maintain and provide proof of such insurance shall be grounds for discharge. The Department is not liable for damage to personally owned vehicles while utilized for Department business.

## **TRAFFIC CITATIONS**

Traffic citations received while operating a vehicle on Department business are the responsibility of the employee.

An employee who is convicted of a traffic violation, other than violations involving only parking, while operating a vehicle requiring a Commercial Driver's License shall notify their supervisor and Safety Section within 30 days of such conviction. Failure to make such notification is grounds for disciplinary action.

## GLOSSARY

**ALLOCATION:** The initial assignment of a position to a classification.

**APPOINTMENT:** The act resulting from an employment decision that designates an individual to occupy a position.

**BASE SALARY:** The salary assigned to a classification as published in the Salary Schedule. Base salary does not include such additional compensation as benefits, overtime, shift differential, special assignment pay, or standby.

**CAREER DEVELOPMENT PROGRAM:** A formal program which allows for the reclassification or appointment of a regular employee to a position in which the employee does not meet the minimum qualifications. The intention of selecting an employee for a career development program must be approved by the Regional Building Official prior to the recruitment or reclassification process.

**CAREER DEVELOPMENT PLAN:** A written development plan accompanying a career development selection which includes the specific on-the-job training, education requirements, and/or length of experience necessary for the employee to meet the minimum qualifications of the classification. Such development plan must be coordinated with the Department Head, Regional Building Official, and the employee.

**CLASSIFICATION (CLASS):** A group of positions which are sufficiently similar with respect to type and subject matter of work performed, level of difficulty or responsibility, and qualifications necessary to perform the work to warrant like treatment in personnel and salary administration. Classifications are referred to by class or job title.

**COMPENSATION:** The total payment to an employee for the performance of assigned duties including all salaries and benefits.

**CONTINUOUS EMPLOYMENT:** Employment uninterrupted by separation.

**DEPARTMENT:** For the purpose of this manual, refers to the Regional Building Department.

**DEPARTMENT-WIDE:** For the purpose of this manual, Department-wide shall include all of the sections and employees of the Regional Building Department.

**DIRECT SUPERVISORY RELATIONSHIP:** A line reporting relationship in which there are no intermediate supervisory levels between the employee and the supervisor.



**EMPLOYEE SERVICES:** A unit of the City of Colorado Springs which, under some circumstances, assists Regional Building with personnel, compensation and classification issues.

**EMPLOYER:** For the purpose of this manual, refers to a Department Head, the Regional Building Official or other management personnel.

**ESSENTIAL OPERATIONS AND SERVICES:** Those operations and services as designated by the Regional Building Official which require staffing during inclement weather or emergency conditions.

**EVALUATED SALARY:** The maximum value of a classification, expressed in dollars per month as established through job evaluations and annual salary surveys and approved by the Regional Building Commission as part of the Annual Salary Determination Process. The evaluated salary may fluctuate annually and may be less than, equal to, or greater than the current Step 4 of a classification.

**IMMEDIATE SUPERVISOR:** For the purpose of this manual, the immediate supervisor is defined as the supervisor(s) designated by the Regional Building Official to be responsible for the indicated action.

**INCUMBENT:** An employee occupying a position.

**INDIRECT SUPERVISORY RELATIONSHIP:** A line reporting relationship in which there are intermediate supervisory levels between the employee and the supervisor.

**JOB ANALYSIS:** A systematic process of collecting information concerning the tasks (duties and responsibilities) performed by a group of positions, analyzing the tasks; grouping similar tasks together in a logical manner to structure classifications; determining the knowledge, skills, and abilities required to successfully perform such tasks; and establishing the minimum education and experience qualifications necessary for appointment to the classification.

**JOB EVALUATION:** A procedure used to determine the relative value of a classification in relation to other classifications in the organization in order to establish internal equity.

**LEAVES-OF-ABSENCE:** An authorized or imposed period of absence from work.

**LIGHT-DUTY ASSIGNMENT:** Temporary job duties which are assigned to an employee with a non-work related injury and which do not include the employee's full range of regularly assigned duties.

**LIMITED-DUTY ASSIGNMENT:** Temporary job duties which are assigned to an employee with a job-related injury and which do not include the employee's full range of regularly assigned duties.

**MINIMUM QUALIFICATIONS:** The minimum education and experience requirements for appointment to a classification.

**OVERCLASSIFIED:** A position allocated to a classification at a level higher than justified by the duties and responsibilities of the position. This term also applies to the incumbent of such position.

**PERSONNEL ACTION FORM (PAF):** A Personnel Action Form is used to record and initiate payroll/personnel actions such as initial employment, leaves of absences, job class changes, promotions, and separations.

**POSITION:** A group of specific duties and responsibilities assigned by a supervisor to be performed by one employee. Each employee occupies a position.

**POSITION AUDIT:** An Employee Services or work site review of the duties and responsibilities of a position as described in the Position Description Questionnaire in order to allocate, confirm, or reallocate the position's classification.

**REALLOCATION:** The reassignment of a position to a different classification.

**RED-LINED SALARY:** The designation given to an employee's salary when it exceeds the evaluated salary of the employee's classification. An employee whose salary is red-lined is not eligible for a salary increase until the evaluated salary for the classification equals or exceeds the red-lined salary. This method of realigning an employee's salary with that of the classification avoids a salary reduction.

**REGULAR RATE:** The average hourly rate for a workweek determined by dividing total base hourly compensation and FLSA eligible earnings by total hours worked.

**SALARY RANGE:** The salary range designates the minimum and maximum salary for a classification.

**SERIOUS HEALTH CONDITION:** A serious health condition requires either inpatient care, or continuing treatment by a health care provider.

**SUSPENSION:** Time off with or without pay imposed by the Employer upon an employee as disciplinary action.

**UNDERCLASSIFIED:** A position allocated to a classification at a level lower than justified by the duties and responsibilities of the position. This term also applies to the incumbent of such position.

**WORKING DAY:** A day that is normally worked by an employee in accordance with an established work schedule. When used in reference to establishing time limits, the term refers to the working days of the individual responsible for initiating or completing the indicated action.

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