



Board of County Commissioners  
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Charles "Chaz" Tedesco - District #2  
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Steve O'Dorisio - District #4  
Lynn Baca - District #5

## STUDY SESSION AGENDA

Tuesday  
November 29, 2022

*ALL TIMES LISTED ON THIS AGENDA ARE SUBJECT TO CHANGE*

### STUDY SESSION ITEMS

11:45 a.m.	ATTENDEE(S):	Katie McDougal / Kelly Weidenbach
	ITEM:	Pregnancy Prevention Services
12:15 p.m.	ATTENDEE(S):	Byron Fanning / Marc Pedrucci / Matt Rivera / Eric Collins / Marc Osborne
	ITEM:	Park Ranger Service – FTE's / Staffing Discussion
12:45 p.m.	ATTENDEE(S):	Cyndi Stringham / Byron Fanning
	ITEM:	Multi-Use Arena
1:15 – 1:25 p.m.	ATTENDEE(S):	
	ITEM:	Break
1:25 p.m.	ATTENDEE(S):	Heidi Miller / Amy Jones
	ITEM:	Employee Manual Updates
1:55 p.m.	ATTENDEE(S):	Jeff Kloska / Ameer Faquir / Jeff Bowman
	ITEM:	CASP Patriot Snow Removal Contract
2:25 p.m.	ATTENDEE(S):	Jenni Hall / Chase Evans / Matt Rivera / Melissa Scheere / Paolo Diaz
	ITEM:	American Rescue Plan Act (ARPA) Contract Discussion for Colorado Coalition for the Homeless (CCH)
2:55 – 3:05 p.m.	ATTENDEE(S):	

	ITEM:	Break
3:05 p.m.	ATTENDEE(S):	Matt Rivera
	ITEM:	Code Enforcement Update
3:35 p.m.	ATTENDEE(S):	Noel Bernal
	ITEM:	Administrative Item Review / Commissioners Communication

(AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE)

\*\*\*AGENDA IS SUBJECT TO CHANGE\*\*\*

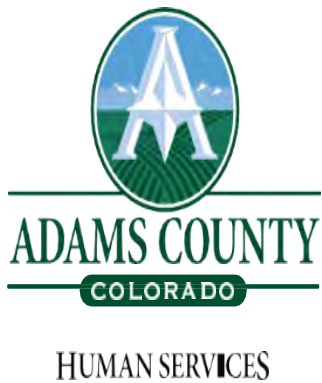


## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> Pregnancy Prevention Services
<b>OFFICE/DEPARTMENT:</b> Human Services
<b>CONTACT:</b> Katie McDougal, Director of Human Services
<b>FINANCIAL IMPACT:</b> None
<b>SUPPORT/RESOURCES REQUEST:</b> Support
<b>DIRECTION NEEDED:</b> NA

### DISCUSSION POINTS:

- Review TANF allowable use of funding.
- Review current TANF contracts
- Discuss pregnancy prevention and options with the Health Department.



# TANF Contracting Priorities- Pregnancy Prevention

# Purposes of TANF

Provide assistance to low-income families with children to:

1. Ensure children can be cared for in their own homes or in the homes of relatives
2. Decrease the dependence of parents on government benefits by promoting job preparation, work, and marriage
3. Prevent and reduce the incidence of out-of-wedlock pregnancies
4. Encourage the formation and maintenance of two-parent families

# Types of Contracts

- Contracted services consist of:
  - Housing and homelessness prevention
  - Transitional shelters
  - Domestic violence services and shelter
  - Kinship care case management
  - Pregnancy prevention
  - Nurse support services, including pre/post natal care for parents
- Services are for TANF-eligible Adams County residents
  - Families with children under 18 years of age
  - Household income less than \$75,000/year



# TANF Funding/ Contracting

- TANF Federal funds are received and the use is prescribed by state and federal regulations.
  - Basic needs
  - Contracting under 4 purposes of TANF
- At the end of the contract year if funding remains it is returned to the block grant to be reallocated in future budget years.
- Contracts are paid on a reimbursement basis



## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> Park Ranger Service – FTEs/staffing discussion
<b>OFFICE/DEPARTMENT:</b> Parks, Open Space & Cultural Arts
<b>CONTACT:</b> Marc Pedrucci
<b>FINANCIAL IMPACT:</b> Salary and benefits for two (2) FTEs at P7 salary grade
<b>SUPPORT/RESOURCES REQUEST:</b> Approval to retain and fill two (2) FTEs
<b>DIRECTION NEEDED:</b> Request approval for POSCA to fill two (2) FTEs for park rangers that will become vacant when the IGA with Commerce City for park ranger services ends on Dec. 31, 2022

### DISCUSSION POINTS:

- Commerce City and the County entered into an IGA in the Fall of 2021 in which Commerce City funded two (2) FTEs and the equipment/vehicles needed for two Park Rangers, and the County hired and provided two (2) Park Rangers to Commerce City to patrol their parks and trails. It was anticipated this IGA would continue for a few years or perhaps longer, and so the positions were created as FTEs.
- Commerce City has now elected to provide their own park rangers as City employees, and the IGA will no longer be in effect after Dec. 31, 2022. POSCA wishes to retain the two (2) FTEs to have adequate staffing for full coverage of our parks/trails/open space system 7 days/week. These FTEs will still be in the budget for next year, but we will not receive revenue from Commerce City for these FTEs.
- Currently the Park Ranger Service has a Ranger Supervisor and one (1) fulltime Park Ranger that are dedicated to patrolling Adams County parks/trails/open space. These individuals work four (4) ten-hour shifts and overlap on only one day per week. Six days of the week we have only one park ranger on patrol, and when a ranger is off due to vacation/sick/holiday leave, we have no patrol coverage of our system.



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- A Park Ranger Service comprised of a Ranger Supervisor and three (3) Park Rangers will allow for staggered shifts both during the week/weekends and for morning/evening shifts to give us 6am-10pm/7/365 coverage of our parks/trails/open space which we do not have at present. This would also allow for rangers to “double up” when doing encampment contacts to provide better officer safety.
- The Park Ranger Service has been extremely effective since its inception. We have contacted/cleaned 96 encampments to date in 2022. There have been approximately 300 encampments contacted and cleaned up since the program began in October 2020.



## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> Multi-Use Arena
<b>OFFICE/DEPARTMENT:</b> Fleet and Facilities
<b>CONTACT:</b> Cyndi Stringham
<b>FINANCIAL IMPACT:</b> Current budgeted capital will continue design but decision on size for best use and growing Community demands will determine total project budget.
<b>SUPPORT/RESOURCES REQUEST:</b> To provide update for the MUA and share feasibility, scope, concept designs, and budget. It includes options and phasing with impacts to the RRP and financing information. Recommend receiving direction to proceed with design.
<b>DIRECTION NEEDED:</b> Approval from Board to continue direction and proceed with design development.

### DISCUSSION POINTS:

<ul style="list-style-type: none"> <li>• Background/Immediate Needs • Options Analysis • Feasibility Study • Program Details/Concept Plans • Phasing • Financing • Schedule</li> </ul>
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## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> Employee Manual Updates
<b>OFFICE/DEPARTMENT:</b> County Attorney's Office
<b>CONTACT:</b> Amy Jones
<b>FINANCIAL IMPACT:</b> None
<b>SUPPORT/RESOURCES REQUEST:</b> None
<b>DIRECTION NEEDED:</b> Approval Requested

### DISCUSSION POINTS:

- All changes made to the employee manual need to be approved by the BOCC. We have made several proposed changes based on the operational changes due to bi-weekly payroll as well as changes due to benefit changes that are in effect or going to be in effect on January 1, 2022.
- Attached is a document that outlines all the changes we are proposing as well as the full redlined versions.

## Employee Manual Update: Summary of Proposed Changes

Effective Date: January 1, 2023

### 1.8: Discipline and Appeal

- Removed: Employees operating under a Collective Bargaining Agreement are not eligible to appeal a PDC decision
- Added: Bargaining Unit employees may not be eligible to appeal a PDC decision and shall refer to the applicable Collective Bargaining Agreement.

### 2.1(1): Attendance and Time Records

- Changed the days and removed the hours of operation:
  - Adams County is open to the public Tuesday - Friday, 7:00 to 5:30 pm
  - Adams County is open to the public *Monday* - Friday
- Removed: When actual hours worked vary from previously recorded hours on a submitted time record, employees are responsible for making corrections on the subsequent time records. The payroll department will make corresponding corrections to employees' pay.

### 2.5: Motor Vehicles

- Changed "In order to operate a county vehicle or to drive a personal vehicle on Adams County business, all employees and volunteers are required to have a Motor Vehicle Record background check conducted by ~~People and Culture~~ an *authorized Adams County employee.*"

### 3.1(1) Health and Welfare Insurance (formerly Health Insurance)

- Combined Health Insurance policy and 3.1(2) Life and Disability Insurance into new policy titled "Health and Welfare Insurance"
- Added part-time employees (working more than 20 hours per week) to the list of eligible employees.
- Clarified that the county pays for, or contributes to, the cost for some of the insurance plans and the employees pays for some of the insurance plans. This was necessary due to the merging of the two policies.

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- Added the statement “If there are any discrepancies between the wrap document/individual plan documents and this policy, the wrap document/individual plan documents will prevail.”
- Clarified that adequate documentation is needed for mid-year qualifying event changes
- Added the following information on insurance premiums due to bi-weekly pay:
  - Premiums are scheduled to be deducted from the first two paychecks of every month. The premiums deducted are for the current month. This means that the premiums deducted from your February paychecks are used to pay for your February insurance. If you miss premium deductions for any reason, Adams County will deduct the amount of missed premiums from future paychecks. Premiums not paid in a timely manner can result in termination of health and welfare coverage as allowed under federal and state regulations.
- Added the specific timelines and coverage information for benefits plan when an employee takes an extended leave of absence.
- Added Continuation of Coverage for Retirement timeframes and eligibility information to the manual
- Other format changes were made in effort to merge the two policies

### **3.3(1): Workers' Compensation Coverage and Injury Leave**

- Extended the injury reporting requirement from 24 hours to 10 days and requested the notice of injury be submitted in writing.

“In addition, employees must notify their manager or supervisor *in writing* as soon as possible and ~~no later than 24 hours~~ *within ten (10) days of the injury*.”
- Added the following to clarify the amount of injury leave available based on employment status:
  - Full-time (regular and project designated) – 80 hours
  - Part-time three (regular and project designated) – 60 hours
  - Part-time two (regular and project designated) – 40 hours
  - Part-time one (regular) – 20 hours
  - Temporary, Seasonal, Variable Hour/On-Call – Average hours worked in a two-week period at the time of injury
- Clarified that the injury leave is 80 hours is the maximum amount of injury leave per year regardless of the number of injuries.
- Clarified that employees are able to take leave without pay for an injury if they choose.
- Clarified that injury leave can be used in increments
- Broadened the return-to-work authorization from People and Culture to “the County”.

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### 3.4(1): Annual Leave (Vacation)

- Added: Part time employee eligibility and accrual amounts
- Updated the accrual table to reflect updated leave amounts for 2023

Completed Years of Continuous Service	Hour Accrual Rate Per Pay Period – RFT, PJF (40 hrs/wk)	Hour Accrual Rate Per Pay Period – RP3, PJ3 (30-39 hrs/wk)	Hour Accrual Rate Per Pay Period – RP2 (20-29 hrs/wk)
Up to 5 years	4.62	3.47	2.31
After 5 years	5.54	4.16	2.77
After 10 years	6.47	4.85	3.24
After 15 years	7.39	5.54	3.69

### 3.4(2): Sick Leave

- Added: Part time employee eligibility and accrual amounts
- Updated the accrual table to reflect updated leave amounts for 2023

#### Accrual Per Pay Period

<u>Full-Time 40 hrs/wk</u>	<u>Part-Time 30-39 hrs/wk</u>	<u>Part-Time 20-29 hrs/wk</u>
3.70	2.77	1.85

### 3.4(3): Paid Sick and Safety Time Leave

- Moved part-time two employees (because they earn sick leave as of 2023) from the eligibility list to the ineligible list for PSST
- Added new status of regular part-time one positions to the eligibility list for PSST
- Added “Employees must already have accruals banked and available in order to use them” and removed the reference to having accruals available at the beginning of the month. This is due to bi-weekly pay.
- Added information on status changes to ensure conversion is correctly calculated when employees move into or out of eligible statuses.

### 3.4(4): Holidays

- Updated to add that regular part-time two and project designated two positions are eligible to receive holiday pay and clarified their new accrual amounts.



### **3.5(2): Paid Parental Leave**

- Added part-time two employees to the eligible list and included the accrual amount for part time two positions.
- Reworded the 12-month rollback period for eligibility in effort to clarify the policy

### **3.5(5): Personal Leave of Absence**

- Added part-time two employees to the eligibility list
- Added or covered family member to the sentence "It is not intended to use for a medical condition (*of the employee or covered family member*) that would fall under a legally protected or otherwise provided leave."
- Spelled out compensatory (was comp) in the fourth paragraph
- Made salary increase plural in the sentence "Any salary increases, which would have been granted if the employee had not been on leave, shall be granted immediately upon return to work but will not be retroactive."
- Changed the sentence "Compassion/Bereavement Leave, Suspension of Operations, Administrative Leave, Election Leave and Jury Leave *will not be granted* are not earned while on a Personal LOA.

### **3.8: Payroll Deductions and Pay Day**

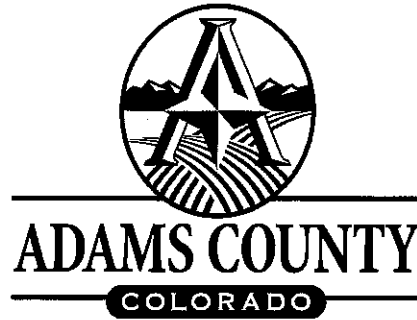
- Updated policy to reflect employees are paid bi-weekly, rather than monthly
- Removed employee payroll advances section due to being paid in arrears

### **4.2: Rates of Pay**

- Allowed for department directors to assign a designee(s) as an additional authority for hiring up to 15% above the minimum.

### **4.4: Background Investigations**

- Changed the order of the bulleted reviewed information on page two
- Moved the statement "A record of conviction will not necessarily result in denial or termination of employment" to a different paragraph
- Removed the self-disclosure on applications requirement



## **EMPLOYEE MANUAL**

**Adams County, Colorado**

**Approved by the  
BOARD OF COUNTY COMMISSIONERS**

**~~JANUARY 5, 2021~~ DECEMBER 6, 2022**

**EFFECTIVE JANUARY ~~5~~, 2021 ~~32~~**

*For information, contact:*

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## 1.8: Discipline and Appeal

This policy applies to employees who are in regular, grant funded and part time 3 positions and who have completed the twelve (12) month probationary period.

### POLICY

The following includes, but is not limited to, conduct which may lead to disciplinary action, up to and including, termination:

- A. Violation of an Adams County policy and/or procedure, or conviction of a crime or violation of the Adams County Code of Ethics;
- B. Neglect of duty or failure to perform assigned job duties or unsatisfactory performance of job duties;
- C. Insubordination, defined as refusal to comply with management's lawful instruction;
- D. Falsification of personnel records, time cards, financial documents, or other County records or documents; carelessness or negligence with monies or property of the County; theft or intentional destruction of County property; removal of county property, including documents, without permission; or
- E. Failure to obey additional internal rules including Operational Expectations and Department Standards

An employee's failure to maintain required qualification/eligibility for a position is not considered to be a disciplinary issue; employment actions taken in response to such failure to maintain his/her qualifications/eligibility for a position are not subject to Policy 1.8. People and Culture, in consultation with the department director, will determine whether or not an employee is qualified/eligible for their position.

Generally, to be deemed qualified or eligible for a position with the County, an employee must meet all the qualification/eligibility requirements that are listed in the relevant job description or required by law. If any of the following occurs, an employee is no longer qualified/eligible for his/her position:

- Losing a required license/certification;
- Not completing or following the written conditions of an appointment or promotion to a position; or
- Creating a conflict of interest (including entering a romantic relationship that violates the Code of Ethics).

## 1.8: Discipline and Appeal (continued)

### PROCEDURES

Supervisors or managers are responsible for managing the performance and behavior of their employees. When performance and/or behavioral issues exist, supervisors or managers should take immediate action to address the situation.

Depending upon the severity and/or frequency of the performance and/or behavioral issue, a supervisor or manager could take any of the following disciplinary action(s):

- Verbal Warning
- Written Reprimand
- Performance Improvement Plan
- Suspension without Pay
- Disciplinary Demotion
- Termination

The severity of the offense may preclude the application of progressive discipline. All disciplinary decisions shall be made in consultation with People and Culture.

#### Verbal Warning

A verbal warning may be warranted if the infraction is minor and not habitual. The supervisor or manager should verbally advise the employee of the performance or behavioral issue(s) that is the basis of the warning. This action, although verbal in nature, must be documented in writing.

#### Written Reprimand

A written reprimand may be warranted if the severity/frequency of the infraction is more than minor. A written reprimand should identify to the employee the performance and/or behavior issue(s), and/or the policy that has been violated, whichever is applicable. The document shall contain the employee's and the supervisor's signature.

#### Performance Improvement Plan (PIP)

A Performance Improvement Plan (PIP) may be used to assist the employee in improving their performance. A PIP must indicate the job task(s) that needs to be improved and the time frame, usually 30, 60 or 90 days, in which to improve. The PIP must also identify the supervisor's or manager's expectations regarding an acceptable level of performance and/or when goals are required to be completed. Supervisors or managers should provide employees with weekly or bi-monthly feedback on their progress towards meeting the supervisors or managers expectations.



## **1.8: Discipline and Appeal (continued)**

A PIP is usually given for a specific period of time; however, if performance continues to decline, the supervisor or manager, in consultation with People and Culture, may end the plan and commence with further disciplinary action.

### **Suspension without Pay**

Department directors and elected officials, in consultation with People and Culture, are responsible for administering disciplinary actions that impact pay and/or employment status. Suspensions of up to five (5) days (forty (40) hours) or less are not subject to a pre-disciplinary conference or the appeal process. Suspensions greater than five (5) days or forty (40) hours are subject to the pre-disciplinary conference process (PDC).

### **Disciplinary Demotion**

An employee may be demoted to a position at a lower grade-level based on poor performance or other disciplinary problems. An employee who is demoted shall immediately begin working in the assigned position. Adams County Policy 4.2 (Rates of Pay) addresses the calculation of the reduction in pay associated with a demotion.

### **Termination**

An employee's employment with the County may be terminated.

### **Refusal to sign**

For disciplinary documents that must be signed by the employee per this policy, an employee's signature does not constitute agreement, but acknowledges receipt of notification. An employee's refusal to sign disciplinary documents shall be noted on the document.

An employee will still be held accountable for the items identified in the disciplinary document even if he/she refuses to sign the reprimand.

### **Disciplinary Documents**

All disciplinary documents shall be prepared in consultation with People and Culture and should include the following:

- The performance and behavioral issues(s) being addressed
- The supervisors or managers expectations and/or what constitutes an acceptable level of performance going forward
- A statement identifying the consequences of what will occur if the employee's performance or behavior does not improve

## **1.8: Discipline and Appeal (continued)**

- A signature block that indicates, an employee's signature does not constitute agreement, but acknowledges receipt of notification

### **Personnel File**

All disciplinary documents must be forwarded to People and Culture to be included in the employee's personnel file.

### **Appeal**

Employees are not entitled to appeal the disciplinary action of a supervisor or manager unless they go through a pre-disciplinary conference. Employees operating under a collective bargaining agreement are not eligible to appeal and shall follow the grievance procedure as outlined in the collective bargaining agreement.

## **PRE-DISCIPLINARY CONFERENCE (PDC) PROCESS**

Pre-disciplinary Conferences (PDC) are scheduled for all disciplinary actions in which the disciplinary action under consideration is:

- Suspension of more than five (5) days or forty (40) hours,
- Disciplinary demotion, or
- Termination.

Prior to the PDC, an employee shall be given notice of the allegations, the factual basis supporting the allegations, and the date and time of the PDC. A PDC allows an employee the opportunity to provide any relevant mitigating circumstances and/or facts which refute the allegation(s) that have prompted the PDC.

When an employee has been scheduled for a PDC, the employee may be placed on paid administrative leave. During this time, all benefits remain in effect, and there shall be no access to county property. While on administrative leave, the employee must be available to the County during business hours. Paid leave status shall end when the department director or elected official renders a decision.

PDCs shall be scheduled and held within seven (7) working days following notification to the employee that a PDC has been scheduled. PDC's shall be conducted by the employee's department director (or designee, in rare and special circumstances) and the Director of People and Culture (or designee).

## **1.8: Discipline and Appeal (continued)**

### **Postponement**

A PDC may only be postponed once at the employee's request.

### **Third party representative and/or attorney**

The employee may have a representative present to consult with him/her at the PDC. The representative may not participate or speak at the PDC.

### **Director's decision**

In the event that a department director finds that the allegations are valid, the director has the discretion to determine what disciplinary action is appropriate. The director shall deliver a written decision to the employee within five (5) working days of the PDC.

### **Abandonment of the pre-disciplinary conference process**

Employees who resign while awaiting disciplinary action or proceedings forfeit their right to an appeal. If an employee fails to appear at the PDC, he/she will have abandoned the disciplinary process and the proposed disciplinary action will go into effect, unless the employee provides good cause for nonappearance to the director in writing prior to the time of the hearing or unless extraordinary circumstances are demonstrated. Whether or not good cause has been established shall be determined by the director in consultation with People and Culture Services.

### **Appealing the director's decision**

Bargaining Unit Employees operating under a Collective Bargaining Agreement are may not be eligible to appeal a PDC decision and shall refer to the applicable Collective Bargaining Agreement.

If an eligible employee wishes to appeal, the employee shall provide written notice of intent to appeal the department director's decision to the Director of People and Total Rewards Excellence within five (5) working days of the date of the department director's decision. An employee, who has been terminated from County employment as a result of a PDC and is utilizing the appeal process, shall be placed in a paid leave status until the date that the hearing officer renders a decision. During this time, all benefits remain in effect, and there shall be no access to County property. Paid leave status shall end when the hearing officer renders a decision or if the appeal process is abandoned.

Failure to appeal the department director's decision within this time frame shall be deemed acceptance of the discipline imposed at the PDC.

### **Final appeal with an independent hearing officer**

Appeals of the director's decision shall be conducted by an independent hearing officer designated by the County Attorney's Office. Both the employee and County may be

represented at the appeal hearing at their own expense.

## **1.8: Discipline and Appeal (continued)**

There will be no discovery in the form of interrogatories, requests for documents, or depositions. Information to be provided to the employee or his/her counsel shall be limited to the documents presented at the pre-disciplinary conference and other personnel file documentation deemed relevant by the department director and People and Culture.

The appeal shall be scheduled within thirty (30) days after receipt of the notice of appeal.

### **Abandonment of the appeals process**

Failure to cooperate with scheduling of the hearing or provide requested information for a hearing may constitute abandonment of the appeal process. Also, if the employee fails to appear at the hearing, this shall constitute abandonment of the appeal process and relinquishment of the appeal, unless good cause for non-appearance is received prior to the time of the hearing or unless extraordinary circumstances are demonstrated.

### **Postponement**

Hearing officers shall be authorized to grant a single continuance of no more than one (1) week.

### **Hearing officer's decision**

The hearing officer shall issue a written decision within fifteen (15) days of the conclusion of the hearing. The hearing officer may sustain the disciplinary actions, rescind them, or impose alternative discipline. The hearing officer shall sustain the county's disciplinary action unless it determines that the county's decision was arbitrary and capricious.

No disciplinary action subject to the appeal process shall be deemed a final decision of the County until either the hearing officer issues a written decision or an employee abandons the appeal process.

Related Policy:

- 3.6(2) Administrative Leave

## **2.1(1): Attendance and Time Records**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Department directors are responsible for scheduling employees in full-time and part-time positions. Adams County is open to the public ~~Tuesday~~Monday ~~—~~ Friday, 7:00 to 5:30 pm.

#### **Employee Attendance**

For county operations to run smoothly, employees must attend work. If an employee will be late or absent from work, it is the employee's responsibility to contact their immediate manager or supervisor within the first hour of his or her scheduled shift. Department directors shall have the option to modify this requirement based upon staffing needs. Repeatedly being late, excessive unplanned absences or failure to notify the immediate manager or supervisor within the specified time frame may be grounds for disciplinary action.

#### **Time Records**

Time records shall be maintained for all employees, as appropriate. An employee and their supervisor shall be responsible for verifying the accuracy of time records before submitting timecards to Payroll. Overtime must be approved prior to working the additional hours and shall be indicated on time records. All types of absences or leave taken shall also be indicated accurately on time records. ~~When actual hours worked vary from previously recorded hours on a submitted time record, employees are responsible for making corrections on the subsequent time records. The payroll department will make corresponding corrections to employees' pay.~~

## 2.5: Motor Vehicles

This policy applies to all employees.

### POLICIES AND PROCEDURES

The safe operation of Adams County vehicles and equipment, in addition to personal vehicles that are used on Adams County business, is the responsibility of all employees and volunteers. All employees and volunteers shall comply with this policy and shall be subject to evaluation of their driving record at any time at the discretion of Adams County management.

#### Motor Vehicle Records (MVR)

In order to operate a County vehicle or to drive a personal vehicle on Adams County business, all employees and volunteers are required to have a Motor Vehicle Record background check conducted by an authorized People and Culture Adams County employee. To operate a County vehicle on Adams County business, employees must not have any major violations (as listed below) on their MVR in the past five (5) years or have more than three minor violations in the past three (3) years. In exigent circumstances, exceptions must be approved by the Risk Manager and the Deputy County Manager. These standards must be maintained to operate a County vehicle or to drive a personal vehicle on Adams County business. If an employee is moving from another state, a current Colorado driver's license must be obtained within thirty (30) calendar days of hire and must be obtained before driving any vehicle on County business.

The County may obtain current MVRs for employees and volunteers to ensure that they maintain compliance with driving safety records as outlined above. If the County has substantial reason to believe an employee or volunteer has exhibited driving behavior that is deemed to place individuals or property at undue risk, the County may take disciplinary action, in addition to revoking or suspending work-related driving privileges.

Major driving violations include, but are not limited to:

- Driving recklessly.
- Leaving the scene of an accident.
- DUI, DWI or DWAI, or refusing to take a blood alcohol content test.
- Fleeing police.



## **2.5: Motor Vehicles (continued)**

- Committing any felony that involves the use of a vehicle, including vehicular homicide.
- Committing any violation of state or local laws that arises in connection with a fatal traffic accident.

If an employee's license is suspended, revoked, or restricted, the employee must immediately notify his or her supervisor and County Management. Employees and volunteers who have their license suspended or revoked shall not drive a County vehicle or drive for County business.

### **Motor Vehicle Safety**

The following rules apply when operating either a personal vehicle or county vehicle for county business:

- Seatbelts must be worn at all times by the driver and passengers
- Vehicles must be in safe operating condition
- Hitchhikers are not allowed at any time
- The use or operation of cell phones or other similar devices while driving must comply with federal, state, and local law. The Federal Motor Carriers Safety Association (FMCSA) rule restricts the use of all hand-held mobile devices by drivers of commercial motor vehicles (CMVs). This rulemaking restricts a CMV driver from holding a mobile device to make a call or dialing by pressing more than a single button.
- State and federal driving laws must be adhered to and drivers must obey warning signs
- Traffic or parking tickets that are incurred while on County business are the responsibility of the employee
- Passengers or clients may be transported in County vehicles when the travel supports County business and with managers' approval
- Only County employees or approved volunteers are allowed to operate County vehicles

## **2.5: Motor Vehicles (continued)**

- County vehicle doors must be locked, and keys must be removed from the vehicle when parked
- Appropriate child-safety seats and seatbelts must be provided if transportation of clients is required by the employee's position

### **Personal Vehicle**

County insurance does not cover personal vehicles used on County business. Employees must carry current auto liability insurance as required by Colorado law and provide proof of such insurance to Risk Management upon request. In addition, the County will not reimburse employees for insurance deductibles.

### **Motor Vehicle Use**

#### **Fuel Conservation**

Employees are encouraged to plan trips to avoid unnecessary travel, and to use conference calling instead of travel where practical. Carpooling shall be considered when employees are attending the same meetings with other County staff members or staff from neighboring entities. Departments shall use the County's courier service to the full extent to avoid unnecessary trips to outlying entities. Operators shall ensure that vehicles are available for scheduled preventive maintenance; this will help reduce fuel consumption and pollution. Operators should accelerate at a slow speed and avoid heavy braking at stop lights and stop signs. Operators are encouraged to fuel in the early morning or late afternoon to reduce fuel evaporation.

#### **Fuel Sites (County Vehicles)**

The operator must have the proper vehicle fuel card and personal identification code in order to fuel any County vehicle. To avoid discrepancies in the reporting of fuel usage and to avoid fuel theft and preventive maintenance tracking, the fuel card is not to be used for fueling multiple units. Training on fuel cards and card usage is available through Fleet Management. When fueling vehicles without electronic tracking, employees shall record the date, vehicle number, fuel type and quantity, and provide accurate records monthly to Fleet Management. Every employee is responsible for ensuring the safe fueling of County vehicles, including the prevention of events that may result in a release of fuel.

## **2.5: Motor Vehicles (continued)**

### **Engine Idling**

County employees can play an important role in improving air quality, reducing the consumption of petroleum products, and reducing vehicle wear by limiting the amount of time that vehicle engines are allowed to idle. Turning off and starting an engine uses less fuel than letting the engine run for thirty seconds; in addition, modern vehicles only need a maximum of 60 seconds of idle at start up.

A driver of a County vehicle must turn off the engine upon stopping at his or her destination. All vehicle equipment operators shall not engine idle at any location for more than five consecutive minutes except in the following:

- Operating public safety emergency vehicles on the scene of an emergency or on a public roadway
- Stopping at an official traffic control device or signal
- Stopping in a line of traffic, at a railroad crossing, or at a construction zone, including traffic conditions where driver has no control over incidence
- Accepting diversion at the direction of a public safety or other official traffic controller
- Testing, maintaining, or repairing of the vehicle for routine or diagnostic checks
- Running a vehicle due to mechanical or electrical problems
- Powering auxiliary equipment other than a heater or air conditioner, such as use of a hoist, lift, computer or safety lighting
- Operating defrosters, heaters, air conditioners or other equipment for a safety or health situation, but not solely for the comfort of the driver or passengers
- Cooling down of a turbo-charged heavy-duty vehicle in accordance with the manufacturer's recommendation

### **Global Positioning System (County Vehicle)**

Global Positioning System (GPS) units have been installed on Adams County vehicles and equipment to enhance and improve liability protection for the County. In addition, GPS on Adams County vehicles will maximize the value of the County's assets while

## 2.5: Motor Vehicles (continued)

reducing the cost of the vehicle fleet and providing a mechanism to monitor driving activities.

The system allows supervisors to dispatch vehicles to maximize the efficiency of the fleet, in addition to allowing supervisors to confirm or deny allegations of misconduct, abuse, traffic violations, or auto damage claims. The system can generate reports of any vehicle that excessively speeds or has unusual amounts of idle time (See Engine Idling Policy).

For the purpose of this policy, the actual driver or operator of each vehicle shall be the responsible employee. This policy and the system are not intended to be punitive or used to monitor individual employees, although unsafe vehicle usage may lead to disciplinary action. Tampering with any GPS equipment in the vehicle is expressly prohibited.

### Tobacco Use (County Vehicles).

Tobacco use is prohibited in Adams County vehicles. Tobacco use and the use of electronic delivery devices, including electronic cigarettes and vaping, are prohibited in any vehicles managed, owned, or leased by Adams County.

### Violation of Policy

An employee, who violates this policy, shall be subject to disciplinary action, up to and including, termination of employment under the Discipline and Appeal Policy 1.8. Other actions, including notification of appropriate law enforcement agencies, may be taken in response to a violation of this policy.

### **3.1(1): Health and Welfare Insurance**

This policy applies to employees in regular and project-designated positions budgeted for ~~thirty~~ twenty (2030) or more hours per week.

#### **POLICIES AND PROCEDURES**

Adams County offers eligible employees medical, dental, vision, life, AD&D, short-term disability and long-term disability coverage. With some of these plans, Adams County contributes towards the cost of employee and/or dependent coverage. The cost of other plans is paid entirely by the employee. ~~and vision plans, and contributes towards the cost of employee and dependent coverage.~~

Employees should refer to the wrap document and individual plan documents for specific policy provisions. Plan documents are available online at myAdams and paper copies can be requested through People and Culture. If there are any discrepancies between the wrap document/individual plan documents and this policy, the wrap document/individual plan documents will prevail.

#### **Effective Date**

Coverage becomes effective on the first day of the month that coincides with, or follows, the date of hire.

#### **Enrollment**

New employees have 31 days from their benefit eligibility date to enroll in coverage. If this deadline is missed, employees must either wait until the next open enrollment period or if they have a qualifying event to enroll in coverage.

If an employee has a mid-year qualifying event, they will need to complete a change form and submit adequate documentation verifying the qualifying event to make an eligible benefit change. The form and documentation must be submitted within 31 days of the qualifying event date. If approved, the change will go into effect the first of the following month. New children are added to coverage immediately. If the form and documentation is not received by the deadline, the requested change cannot be made.

#### **Premiums**

Premiums are scheduled to be deducted from the first two paychecks of every month. The premiums deducted are for the current month. This means that the premiums deducted from your February paychecks are used to pay for your February insurance. If you miss premium deductions for any reason, Adams County will deduct the amount of missed premiums from future paychecks.

Premiums not paid in a timely manner can result in termination of health and welfare coverage as allowed under federal and state regulations.

### **Extended Leave of Absence**

If an employee is on an approved extended leave of absence, the following rules regarding health and welfare coverage will apply. Please note that these rules will not apply if there is conflict with FMLA, Colorado Family Care Act, USERRA or any other applicable governmental regulation:

<b><u>Benefit Plan</u></b>	<b><u>How Long Can Remain on Plan</u></b>
<u>Health plans</u>	<u>Up to 9 months total. After 9 months, coverage will be terminated and COBRA offered (as long as premiums have been paid in a timely manner).</u>
<u>Life and AD&amp;D</u>	<u>Up to 9 months total. After 9 months, coverage will be terminated and option to convert/port life coverage will be offered (as long as premiums have been paid in a timely manner).</u>
<u>Disability</u>	<u>Up to 6 months total. After 6 months, coverage will be terminated. However, this will not affect the payment of benefits if the employee is approved for disability pay. There is not an option to continue disability coverage.</u>

### **Disability Pay**

Disability claims are administered by the disability carrier and subject to the terms of the benefit plan document. Employees can supplement their short and/or long-term disability benefits with annual (vacation) leave and/or compensatory time (in an amount not to exceed 100% of their pre-disability base earnings).

### **Loss of Coverage**

~~Medical, dental, and vision~~ All health and welfare plan coverage ceases on the last day of the month in which employees separate from County employment or are no longer eligible due to employment status change, (such as going from a full-time position to RP2). Dependent coverage ceases on the last day of the calendar month in which they no longer meet the definition of dependent as stated in plan documents, the summary plan descriptions. Employees must notify and provide the dependent's current forwarding address to People and Culture within the following timeframes:

- Within 31 calendar days of the date of a dependent status change for death, divorce or non-eligibility

### **3.1(1): ~~Health Insurance (continued)~~**

- Within 60 days if the dependent has a loss of Medicaid or CHP coverage or if they become eligible for a premium subsidy through the state

#### **Continuation of Coverage: COBRA**

Employees and/or dependents may be eligible for continued health care coverage as specified by federal law. Employees must elect and pay for coverage by the deadlines indicated in the COBRA election notice in order to continue coverage.~~must notify People and Culture within sixty (60) days from the date a dependent no longer qualifies for the continuation coverage to apply.~~

#### **Continuation of Coverage: Retirement**

Adams County offers medical (for those Medicare eligible and those not yet Medicare eligible), dental and vision retiree benefit plans~~retirement health care to eligible retirees and their enrolled dependents, and contributes toward the cost of the retiree's health care coverage.~~At the discretion of the Adams County Board of County Commissioners, the County may choose to contribute towards the retiree's cost of retiree health coverage (when enrolled in an Adams County retiree health plan).

Retirees have 31 days to enroll in a retiree health plan (medical, dental and/or vision). If coverage is not elected within this timeframe, they will not be allowed to enroll in any Adams County retiree health plan at any time in the future. In addition, if the retiree doesn't enroll in a retiree **medical** plan for themselves when first eligible, they will not be able to enroll in a retiree **medical** plan at any time in the future. The only exception to these rules would be:

- Retirees that are not Medicare eligible at the time of retirement, can bridge the gap to Medicare eligibility (typically 65 years of age) by electing to continue medical coverage through COBRA (up to 18 months). If the 18-month COBRA duration does not bring the retiree to Medicare eligibility, the retiree will not have the option to enroll in a retiree pre65 medical plan at the end of the COBRA period.
- Retirees who have a spouse that will remain employed at Adams County after their retirement can instead enroll in health coverage through their spouse (when the spouse is also enrolled in an Adams County health plan). Please note that the retiree must at least enroll in an Adams County medical plan to maintain their future eligibility to enroll in a retiree medical plan.~~If an employee chooses not to enroll in the retirement health care plan within sixty (60) days from their termination date, People and Culture will require them to sign a waiver and they will not be allowed to enroll at a later date.~~

~~Coverage will be canceled for retirees establishing permanent residency outside the plans' service areas for more than six (6) months. Retirees re-establishing permanent residency within the plan service area within two years of the coverage termination date~~

~~may re-enroll. Retirees outside the service area must provide proof of other coverage to receive reimbursement of the county monthly subsidy.~~

~~Retirees and/or dependents enrolled in Medicare due to age are not eligible to continue coverage under an early retiree health plan option. Medicare Supplemental health plans are available for retirees and their eligible dependents enrolled in Medicare.~~

### **Continuation of Coverage: Disability**

If Adams County is unable to reasonably accommodate an employees' restrictions and employment is ended because of this, the County will subsidize COBRA or retiree health plan premiums for up to 12 months (so that the individual will be paying the same premium as an active employee). To be eligible for the subsidy, the employee:

- ~~m~~ Must currently be enrolled in a health (medical, dental, vision) plan-COBRA-eligible plan, and elect COBRA/retiree healthcare coverage by the deadline indicated; and
- Currently have an approved disability claim (through Adams County's disability insurance carrier) or workers' compensation claim (through Adams County's workers' compensation administrator).

The subsidy is will last up to 12 months as long as the employee has an approved disability or workers' compensation claim. If the claim is denied or ended at any time during the 12-month period, the subsidy will be terminated at the end of that month, and be approved for disability benefits through the Adams County disability plans (short or long term) and/or workers' compensation plan. The amount of the subsidy will be equal to that of the subsidy active employees receive.

## **3.1(1): Health Insurance (continued)**

### **Continuation of Coverage: Loss of Life in the Line of Duty**

If an Adams County employee dies in the line of duty, the dependents previously covered by the terms of the plan may elect to continue coverage. This opportunity to continue coverage will be available for as long as premiums are paid in a timely manner and the spouse remains eligible for this benefit. If the spouse elects to continue coverage and then subsequently cancels it, they will not be able to reinstate coverage.

Eligibility for continuation of coverage shall cease in the event the spouse becomes eligible for Medicare, remarries (or enters into a Civil Union or domestic partner relationship) or a dependent child reaches the age of 26. ~~no longer qualifies.~~ Adams



County will subsidize the premiums to the same extent an active employees' premiums are subsidized.

Line of duty is defined as part of an employee's course and scope of regular employment or as a result of it. In other words, for this section to apply, the death must be directly caused by the employee's work, rather than occur due to natural causes (even if the death occurred during work hours or on County property). This section also applies when an employee is in a non-responsive state of undetermined length due to actions taken in the line of duty. The final responsibility of determining whether a death occurred in the line of duty lies with the Deputy County Manager of People and Culture and Administrative Services.

Related Policies:

- 3.5(1) Family Medical Leave
- 3.5(3) Military Leave Policy

### 3.3(1): Workers' Compensation Coverage and Injury Leave

This policy applies to all employees.

#### POLICIES AND PROCEDURES

Adams County provides Workers Compensation coverage to all employees. Workers' Compensation coverage provides medical benefits and a scheduled amount of wage-loss benefits to employees who are injured while acting in the course and scope of their employment.

If an employee believes they have been injured in the course and scope of their employment with the County, they must report the injury to the Workers' Compensation call center as soon as possible (see the Risk Management and Safety page on myAdams for more specific information). In addition, employees must notify their manager or supervisor in writing as soon as possible and no later than 24 hours within ten (10) days of the injury.

If an employee is injured at work, they must see one of Adams County's designated Workers Compensation providers. Employees who see their own physician may be responsible for all payments related to that visit. For specific information regarding Workers' Compensation, employees should contact Risk Management or refer to the Risk Management and Safety page of myAdams.

#### Injury Leave

Employees who must miss work due to an approved Workers' Compensation injury are eligible for up to two weeks of paid injury leave per injury based on the below:

- Full-time (regular and project designated) – 80 hours
- Part-time three (regular and project designated) – 60 hours
- Part-time two (regular and project designated) – 40 hours
- Part-time one (regular) – 20 hours
- Temporary, Seasonal, Variable Hour/On-Call – Average hours worked in a two-week period at the time of injury

calendar year. However, under no circumstance is an employee eligible for more than 80 hours the injury leave indicated above of injury leave in a calendar year. —The number of eligible hours is based on an employees' standard base hours of work and does not include overtime or comp time. Under no circumstance is an employee eligible for more than 80 hours of injury leave in a calendar year. Injury leave is applicable to:  
1) The date of injury - in order to pay the employee a full day of pay, and 2) Time that an employee is placed off of work due to doctor's orders.

If an employee is on paid injury leave and subsequently the Workers' Compensation claim is denied, the injury leave pay will be reversed (with the exception of injury leave

paid on the date of injury) on the next available paycheck and sick leave, annual leave, comp time and/or leave without pay will be used. Employees may not use injury leave for doctor appointments.

### **Supplementing Workers' Compensation Pay**

If an employee is still off work after exhausting injury leave pay and eligible to receive workers' compensation benefits, accrued sick leave will automatically be used to supplement the workers' compensation benefits. This amount is meant to bring an

#### **3.3(1): Workers' Compensation Coverage & Injury Leave (continued)**

employee to approximately 100% of their base gross pay (not including overtime) when combined with their workers' compensation benefits (66 2/3% of pay through workers'

#### **3.3(1): Workers' Compensation Coverage & Injury Leave (continued)**

compensation and 33 1/3% of supplemental sick leave). In no circumstance are employees allowed to supplement workers' compensation benefits so that they are receiving more than 100% of their base gross pay.

### **Doctor Appointments**

Employees are asked to schedule doctor appointments, due to their work-related injury, outside of their work hours or in a way that is as least disruptive as possible to their work. But if time off must be taken, employees ~~have the option to~~ may use their accrued sick leave and/or comp time, or choose to take the time as leave without pay. If accrued sick leave and/or comp time is not available, accrued annual leave (vacation) may then be used. Employees always have the option to use leave without pay instead of using any type of paid leave and/or comp time. Injury leave may be used in increments for appointments associated with the workers' compensation injury. ~~cannot be used for doctor appointments.~~

### **Returning to Work**

Employees must provide a work release if they have been treated by a physician for a work-related injury. The work release must be provided to Risk Management, the employee's supervisor, and People and Culture prior to returning to work. If the work release indicates restrictions or that a modification is needed to the work environment and/or work schedule, authorization must first be given by ~~People and Culture~~ the County before the employee can return to work.

### **Related Policies**

Workers' Compensation occurs in conjunction with other County policies, including but not limited to the following:

**Family Medical Leave.** Employees applying for Workers' Compensation benefits are subject to the provisions of the Family Medical Leave Act (FMLA) (see Adams County Family Medical Leave Policy 3.5(1)). When applicable, time off work due to a work-related injury shall run concurrently with FMLA protected leave (regardless of how the employee is paid during this time off).

**Receipt of Annual and Sick Leave Accruals.** Employees applying for Workers' Compensation benefits are subject to the provisions of 3.4(1) Annual Leave and 3.4(3) Sick Leave policies. According to these policies, to earn annual or sick leave accruals for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period. Receipt of Workers' Compensation benefits from a third-party administrator does not qualify as an approved paid leave status for the purpose of earning annual and sick leave accruals.

### 3.3(1): Workers' Compensation Coverage & Injury Leave (continued)

**Disability and Religious Accommodation.** Employees applying for Workers' Compensation benefits are subject to the provisions of the 1.4 Disability and Religious

### 3.3(1): Workers' Compensation Coverage & Injury Leave (continued)

Accommodation policy. Employees requesting a reasonable accommodation due to a work-related injury and/or illness should contact the People Services Department for assistance.

### 3.4(1): Annual Leave (Vacation)

This policy applies as described below.

#### Policies and Procedures

Annual leave will be provided to all regular and project designated employees in positions budgeted for 20 hours or more. This policy does not apply to part-time 1 (RP1 – less than 20 hours/week), seasonal positions, or temporary positions. To accrue annual leave for the pay period, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period.

Eligible employees shall accrue annual leave (vacation) at the following rates:

<u>Completed Years of Continuous Service</u>	<u>Hour Accrual Rate Per Pay Period – RFT, PJF (40 hrs/wk)</u>	<u>Hour Accrual Rate Per Pay Period – RP3, PJ3 (30-39 hrs/wk)</u>	<u>Hour Accrual Rate Per Pay Period – RP2 (20-29 hrs/wk)</u>
Up to 5 years	4.62	3.47	2.31
After 5 years	5.54	4.16	2.77
After 10 years	6.47	4.85	3.24
After 15 years	7.39	5.54	3.69

#### **POLICIES AND PROCEDURES**

##### **Eligibility & Accrual of Annual Leave**

To be eligible for annual leave, employees must be classified as one of the following:

- Full time regular, project designated, grant-funded, executive or appointed (40 hours/week); or
- Part time 3 (30 to 39 hours/week).

This policy does not apply to part time 2 (RP2 20 to 29 hours/week), project designated part time (PJ2 20 to 29 hours/week), seasonal positions, or temporary positions.

Eligible employees shall accrue annual leave (vacation) at the following rates:

<u>Completed Years of Continuous Service</u>	<u>Accrual Rate Per Month in Hours—FT (40 hrs/wk)</u>	<u>Accrual Rate Per Month in Hours—RP3 (30-39 hrs/wk)</u>
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Up to 2 years	6.68	5.00
After 2 years	8.00	6.00
After 5 years	10.00	7.50
After 10 years	13.34	10.00

~~To accrue annual leave for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period.~~

### **Cap on Annual Leave**

Employees are encouraged to use accrued leave time. At the end of each December pay period, each regular full-time employee's accrued annual leave hours will be reduced to 320 hours, and each regular part-time employee's accrued annual leave hours will be reduced to 240 hours. An employee may carry over unused annual leave from one calendar year to the next, up to the applicable cap stated in this paragraph. Unused annual leave in excess of these caps shall be forfeited on December 31<sup>st</sup> of each year.

### **3.4(1): Annual Leave (Vacation) (continued)**

#### **Payment of Unused Portion of Accrued Annual Leave**

Separating employees will be paid for all accrued annual leave, up to the employee's maximum amount (e.g., full-time 320 hours and part-time 240 hours) as designated in this policy. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day. In the event of an employee death, compensation shall be paid to the employee's heir(s) or legal representative(s) who are authorized by law to receive unpaid compensation.

### **3.4(1): Annual Leave (Vacation) (continued)**

#### **Requests for Annual Leave**

Eligible employees must request and receive approval from their manager or supervisor for earned annual leave prior to the scheduled leave. Employees shall work with their manager or supervisor to ensure coverage of their assigned work area meets current operational needs before leave is taken. Requests for annual leave can be denied based on the business needs of a department.

#### **Status Changes**

An employee who has a status change from a full-time position to a position that does not earn accruals shall have all accruals paid out on the effective date of the status change.

An employee who has a status change from a position earning accruals to a position that does not earn accruals; and then, returns to a position that does earn accruals is allowed to count the previous total years of service that was earned in the position, which was eligible for the purpose of earning accruals, as long as there has been no break in service.

### Use of Annual Leave

Employees must have annual leave already accrued in order to use it. ~~accruals at the beginning of the month in order to use during that month.~~ Failure to return to work after the stipulated time of an approved annual leave may result in disciplinary action, up to and including, termination.

### **Related Policies**

Family and Medical Leave

Sick Leave

Leave Without Pay

Personal Leave of Absence

Workers' Compensation Coverage and Injury Leave

### 3.4(2): Sick Leave

This policy applies as described below.

#### POLICIES AND PROCEDURES

Adams County sick leave policy meets the requirements of Paid Sick and Safety Time as detailed in the Colorado Healthy Families and Workplaces Act. Because of this, employees who are eligible for sick leave are not eligible for a separate bank of Paid Sick and Safety Time.

#### Eligibility and Accrual of Sick Leave

To be eligible for sick leave, employees must be classified as one of the following:

- regular full-time (RFT), project designated full-time (PJF), regular part-time three (RP3), project designated part-time three (PJ3), regular part-time two (RP2), project designated, part-time (PJ2).

This policy does not apply to part-time 2 (RP2-20 to 29 hours/week), project designated, part-time (PJ2-20 to 29 hours/week), regular part-time one, seasonal, or temporary positions.

To receive sick accruals for the month, employees must work or be in an approved paid leave status for at least fifty percent (50%) of the pay period. Eligible employees shall accrue sick leave at the following rates:

#### Accrual Per Pay Period

<u>Full-Time 40 hrs/wk</u>	<u>Part-Time 30-39 hrs/wk</u>	<u>Part-Time 20-29 hrs/wk</u>
3.70	2.77	1.85

#### Accrual Per Pay Period (Monthly)

<u>Full-Time 40 hrs/wk</u>	<u>Part-Time 30-39 hrs/wk</u>
8.00	6.00

#### Use of Sick Leave

Employees must already have accruals at the beginning of the month banked and available in order to use them during the month.



Sick Leave can be used for the following reasons:

- Mental or physical illness, injury, or health condition of the employee or family member;
- Medical diagnosis, care, or treatment related to an employee's or family member's illness, injury, or condition;

**3.4(2): Sick Leave (continued)**

- Preventive medical care;
- Safety purposes (after the exhaustion of Domestic Abuse Leave):
  - Seeking medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment.
  - Obtaining services from a victim services organization.
  - Obtaining mental health or other counseling.
  - Seeking relocation due to the domestic abuse, sexual assault, or harassment.
  - Seeking legal services, including preparing for or participating in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
- Public health emergency, which includes when a Public Official orders the closure of an employee's place of business or the school or place of care of an employee's child and the employee needs to care for the child (see Policy 3.5(4) Public Health Emergency Leave)

For the purposes of this policy, a family member is defined as:

- The employee's immediate family member (a person related by blood, marriage, civil union, or adoption);
- A child to whom the employee stands in loco parentis;
- A person who stood in loco parentis to the employee when the employee was a minor; or
- A person for whom the employee is responsible for providing or arranging health- or safety-related care.

**Process for Use of Sick Leave**

A request for sick leave shall be made to the immediate manager or supervisor prior to the leave date when possible. In the case of an unforeseen absence, it is the employee's responsibility to contact his or her immediate manager or supervisor as soon as possible.

False or fraudulent use of sick leave is grounds for discipline, up to and including, termination. Employees who use four (4) or more consecutive days of sick leave ~~Paid Sick and~~

### **3.4(2): Sick Leave (continued)**

~~Safety Time (PSST)~~ may be required to provide documentation verifying the reason for the leave. When an employee is out due to their own illness for more than three (3) consecutive days, the manager should consult with P&C to determine if Family Medical Leave is applicable.

In certain situations, the use of sick leave can be mandated.

### **Status Changes**

An employee who has a status change from a position earning sick leave ~~regular full-time position to a position not earning sick leave~~ shall have up to forty-eight (48) hours of sick leave transferred-converted to Paid Sick and Safety Time (PSST) at a 1:1 ratio. If there is remaining sick leave hours after the transfer, the remaining accruals will be paid out ~~on~~ after the effective date of the status change. The method for calculating the payout shall be the same as upon separation from the County.

Conversely, an employee who has a status change from a position earning PSST to a position that earns sick leave shall have up to forty-eight (48) hours of PSST converted to sick leave at a 1:1 ratio.

### **Payment of Unused Portion of Accrued Sick Leave upon Separation**

Separating employees, who were hired on or after January 1, 1983, shall be compensated for one-half (1/2) of their unused sick leave, but in no event for an amount greater than a total of three hundred-sixty (360) hours. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day. If the separating employee is rehired within six months of separation, their sick pay will be reinstated at one-half (1/2) of their previously unused sick leave (up to 48 hours).

Separating employees, who were hired prior to January 1, 1983, shall be compensated for unused sick leave not to exceed a total of seven hundred-twenty (720) hours. The rate of pay shall be determined by employee's regular rate of pay as of his or her last working day.

### **Cap on Accruals**

Employees shall not accrue more than nine hundred-sixty (960) hours of sick leave. Employees who accrue 960 hours of sick leave will stop accruing sick leave until such time that they use sick leave and fall below the cap.

### **3.4(2): Sick Leave (continued)**

Related Policies:

- 3.3 (1) Workers' Compensation Coverage and Injury Leave
- 3.4 (3) Paid Sick and Safety Time Leave
- 3.5 (1) Family and Medical Leave
- 3.5 (4) Public Health Emergency Leave
- 3.5 (5) Personal Leave of Absence
- 3.6 (3) Leave Without Pay

### **3.4(3): Paid Sick and Safety Time Leave**

This policy applies to all temporary, seasonal and regular part-time one, and part-time two (RP2) positions and is compliant with the Colorado Healthy Families and Workplaces Act.

#### **Eligibility for Paid Sick and Safety Time (PSST) Leave**

Regular full-time (RFT), regular part-time three (RP3), regular part-time two (RP2) project designated full-time (PJF), and project designated part-time three (PJ3), and projected designated part-time two (PJ2 positions) positions are eligible for sick leave accruals under policy 3.4(2) and therefore do not earn additional Paid Sick and Safety Time (PSST) leave.

#### **Paid Sick and Safety Time Leave Accruals**

Effective immediately upon hire, eligible employees accrue one (1) hour of Paid Sick and Safety Time (PSST) leave for every thirty (30) hours worked. Hours worked does not include any time for which work was not performed (regardless if those hours are included in overtime calculations).

The maximum PSST leave accrual is forty-eight (48) hours. Employees who accrue forty-eight (48) hours of PSST leave will stop accruing leave until such time that they use PSST leave and fall below the cap.

#### **Use of Paid Sick and Safety Leave Time**

Employees must already have accruals banked and available in order to use them.  
~~Employees must have accruals at the beginning of the month in order to use them during the month.~~

PSST leave may be used for the following reasons:

- Mental or physical illness, injury, or health condition of the employee or family member.
- Medical diagnosis, care, or treatment related to an employee's or family member's illness, injury, or condition.
- Preventive medical care.
- Safety purposes (after the exhaustion of Domestic Abuse Leave):

- Seeking medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment.

### **3.4(3): Paid Sick and Safety Time Leave (continued)**

- Obtaining services from a victim services organization.
  - Obtaining mental health or other counseling.
  - Seeking relocation due to the domestic abuse, sexual assault, or harassment.
  - Seeking legal services, including preparing for or participating in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.
- Public health emergency, which includes when a Public Official orders the closure of an employee's place of business or the school or place of care of an employee's child and the employee needs to care for the child (see Policy 3.5(4) Public Health Emergency Leave)

For the purposes of this policy, family member is defined as:

- The employee's immediate family member (a person related by blood, marriage, civil union, or adoption);
- A child to whom the employee stands in loco parentis;
- A person who stood in loco parentis to the employee when the employee was a minor; or
- A person for whom the employee is responsible for providing or arranging health- or safety-related care.

### **Process for Use of Paid Sick and Safety Time Leave**

A request for PSST leave shall be made to the immediate manager or supervisor prior to the leave date when possible. In the case of an unforeseen absence, it is the employee's responsibility to contact his or her immediate manager or supervisor as soon as possible.

False or fraudulent use of PSST leave is grounds for discipline, up to and including, termination. Employees who use four (4) or more consecutive days of PSST leave may be required to provide documentation verifying the reason for the leave. When an employee is out due to their own illness for more than three (3) consecutive days, the manager should consult with People and Culture to determine if Family Medical Leave is applicable.

In certain situations, the use of PSST leave may be mandated.

### **3.4(3): Paid Sick and Safety Time Leave (continued)**

#### **Status Changes**

An employee who has a status change from a position earning sick leave to a position not earning sick leave shall have up to forty-eight (48) hours of sick leave converted to Paid Sick and Safety Time (PSST) at a 1:1 ratio. If there is remaining sick leave hours after the transfer, the remaining accruals will be paid out after the effective date of the status change. The method for calculating the payout shall be the same as upon separation from the County.

Conversely, an employee who has a status change from a position earning PSST to a position that earns sick leave shall have up to forty-eight (48) hours of PSST converted to sick leave at a 1:1 ratio.

#### **Payment of Unused Portion of Accrued Paid Sick and Safety Time Leave Upon Separation**

Employees will not be compensated for accrued but unused PSST leave when separating from the county. However, if an employee is rehired into a temporary, or seasonal or regular part-time one position within six (6) months of separation, any previously accrued but unused PSST leave will be reinstated.

Related Policies:

- 3.3 (1) Worker's Compensation Coverage and Injury Leave
- 3.4 (2) Sick Leave
- 3.5 (1) Family Medical Leave
- 3.5 (4) Public Health Emergency Leave

### 3.4(4): Holidays

This policy applies as described below.

## POLICIES AND PROCEDURES

### Eligibility of Holiday Pay

To be eligible for Holiday Pay leave, employees must be classified as one of the following:

- Full-time regular (RFT), project-designated (PJF), grant-funded, executive or appointed (40 hours/week), or
- Part-time three (RP3, 30 to 39 hours/week), project-designated three (PJ3), or
- Part-time two (RP2), project-designated twothree (PJ2)

Holiday pay does not apply to ~~part time two (RP2, 20 to 29 hours/week), project designated part-time (PJ2, 20 to 29 hours/week), regular part-time one, seasonal positions, or temporary positions~~ except as noted below under Holiday Premium Pay.

Holidays are determined by the Board of County Commissioners, and shall be recognized and observed as paid holidays, which are equivalent to up to eight (8) hours of regular pay. Work schedules may need to be modified due to the date of the observed holiday.

Eligible employees shall receive their regular pay for holidays not worked and holidays worked:

- **Holidays Not Worked (Holiday Pay):** Eligible full-time employees receive eight (8) hours of regular pay for each designated holiday when they do not work on the holiday. Eligible part-time three (30-39 hours per week) employees shall receive six (6) hours of regular pay for each designated holiday when they do not work on the holiday. Eligible part-time two (20-29 hours per week) employees shall receive four (4) hours of regular pay for each designated holiday when they do not work on the holiday. Employees who are employed on the date of the holiday shall receive holiday pay.

Employees working flexible or alternative schedules should consult with their department director regarding the adjusted work schedule for the holiday week.

- **Holidays Worked (Holiday Premium Pay):** All employees (including part-time onetwo (RP2), project-designated part-time, seasonal, and temporary) who must

work on an observed holiday, because of department operational requirements, shall receive the above-mentioned holiday pay.

3

**.4(3): Holidays (continued)**

- They additionally receive one-and-one-half ( $1\frac{1}{2}$ ) times their regular hourly rate (i.e., a regular hourly rate of \$12.00 p

**3.4(3): Holidays (continued)**

per hour shall be paid at \$18.00 per hour) for the actual hours worked on the holiday.

Holiday premium-pay hours do not count toward the forty (40) hours of regular hours that are worked for the calculation of overtime paid at one-and-one-half ( $1\frac{1}{2}$ ) times the regular hourly rate.

For purposes of this policy, a holiday is a twenty-four (24) hour period beginning at 12:00 midnight and ending at 11:59 p.m. on the holiday.



### 3.5(2): Paid Parental Leave

This policy applies to all ~~regular full-time (RFT) and regular part-time three and part-time two (regular and project designated) (RP3) employees.~~ Employees of elected offices should refer to their office's specific policy regarding any differences of policy provisions.

#### POLICIES AND PROCEDURES

The County supports employees by providing eligible employees with Paid Parental Leave (PPL) when an employee has a baby, adopts a child, or fosters a child. The following amounts of Paid Parental Leave (PPL) are dependent on employment status:

- **Regular-Full-Time**– Six (6) weeks at forty (40) hours per week
- **Regular-Part-Time Three** – Six (6) weeks at thirty (30) hours per week)
- **Part-Time Two** – Six (6) weeks at twenty (20) hours per week

#### Use of Leave & Employee Responsibilities

Employees must contact People and Culture to request Paid Parental Leave, and employees must provide sufficient documentation to People Culture for the County to determine if a request qualifies for PPL.

PPL shall run consecutively with FMLA and any other applicable state and/or local protected medical leave. The use of PPL will not reduce the amount of an employee's available FMLA or any other applicable state and/or local protected medical leave.

PPL must be taken in a continuous block of time and must be taken immediately following the birth, adoption, or placement of a child; in addition, PPL must be taken immediately following the employee being taken off work due to pregnancy-related medical reasons.

Parents who care for the same child and both work for Adams County are each eligible to receive the full amount of PPL for which they are eligible (as defined above). However, at the sole discretion of Adams County, the employees may be required to schedule the use of their PPL in a way that does not cause undue hardship to County operations.

The maximum time allowed for PPL is six weeks in a 12-month period. No additional PPL will be granted if any PPL was used in the last 12 months from when a new PPL request would begin. For example: An employee takes PPL March 1<sup>st</sup> through April 11<sup>th</sup> of 2023. The same employee then requests PPL again to begin on April 1<sup>st</sup> of 2024. This request would be denied in total since the employee was using PPL in the

~~12-month period prior to April 1<sup>st</sup> of 2023. The employee would not be eligible to use PPL until at least April 12<sup>th</sup> of 2024. ( in a rolling twelve-month period. This twelve-month period is measured backward from the date an employee takes PPL. Under the rolling twelve-month period, each time an employee takes PPL, the remaining leave entitlement would be the balance of the six weeks, which has not been used during the preceding twelve (12) months.~~

~~Parents who care for the same child and work for Adams County are each eligible to receive the full amount of PPL for which they are eligible (as defined above). However, they may be required to schedule PPL in a way that does not cause scheduling difficulties for the County.~~

~~PPL must be taken in a continuous block of time and must be taken immediately following the birth, adoption, or placement of a child; in addition, PPL must be taken immediately following the employee being taken off work due to pregnancy-related medical reasons (unless there are scheduling conflicts, as described above, when both parents work for Adams County).~~

### **3.5(2): Paid Parental Leave (continued)**

For purposes of calculating overtime, PPL does not count as time worked. PPL is not an accrued leave type and is not paid out upon termination of employment. If an employee is rehired within a rolling twelve-month rolling period in which PPL has been taken, the rolling twelve-month period will continue to be applied to that employee.

Bereavement and Compassion leave, suspension of operations, administrative leave, and jury duty pay will not be granted while an employee is using PPL.

Holiday pay will be granted during PPL as long as if the employee is employed on the date of the holiday.

#### **Related Policies**

- ~~3.1 (21) Life and Disability~~ Health and Welfare Insurance
- 3.4 (1) Annual Leave (Vacation)
- 3.4 (2) Sick Leave
- 3.5 (1) Family Medical Leave

### 3.5(5): Personal Leave of Absence

This policy applies to all regular full-time, regular part-time three, ~~(RP3)~~ and ~~and~~ part-time two employees (regular and project designated) ~~(RP2)~~.

#### POLICIES AND PROCEDURES

A Personal Leave of Absence (LOA) is an unprotected block leave and may be available for employees who do not qualify under a legally protected leave program. It is not intended ~~for to~~ use for a medical condition (of the employee or covered family member) ~~as these would typically that would~~ fall under a legally protected or otherwise provided leave.

#### Use of Leave and Employee Responsibilities

To apply for a Personal LOA, employees must complete the Personal LOA Request form which can be requested from People and Culture. The request will be reviewed with the department director, supervisor/manager and People and Culture. A decision will be made based on the business needs of the department, employee standing, duration of request, timing, etc.

If approved, the employee must first exhaust all paid accrued leave that is applicable to the reason for the Personal LOA and all compensatory time before using Leave Without Pay. It is the employee's responsibility to pay for their portion of insurance coverage while on a Personal LOA. Failure to pay premiums will result in a termination of insurance coverage back to the last date of paid coverage.

Upon return from a Personal LOA, the County will attempt to restore the employee to the same or equivalent position with the same level of pay and benefits. Any salary ~~increase~~increases, which would have been granted if the employee had not been on leave, shall be granted immediately upon return to work but will not be retroactive. There is no guarantee that the county will be able to hold the employee's position for the duration of a Personal LOA. In the event an employee's position is filled, the employee may apply and be considered, along with other candidates, for any vacant position for which they are qualified. Failure to return to work within the approved time frame may result in termination.

#### Coordination with Other Paid Leave

Compassion/Bereavement Leave, Suspension of Operations, Administrative Leave, Election Leave and Jury Leave will not be granted ~~are not earned~~ while on a Personal

{{section.number}}.  
{{item.number}}

LOA. Holiday pay will be granted during a Personal LOA as long as the employee is employed on the date of the holiday.

### **3.5(5): Personal Leave of Absence (continued)**

Related Policies:

- 3.6(3) Leave Without Pay
- 3.4(1) Annual Leave
- 3.4(2) Sick Leave
- 3.4(4) Holidays
- 3.5(1) Family Medical Leave

### **3.8: Payroll Deductions and Pay Day**

This policy applies to all employees.

#### **POLICIES AND PROCEDURES**

Employees are paid ~~once a month on the last workday of the month~~biweekly. Payment is based upon a ~~monthly salary~~ or hourly rate in accordance with the authorized salary pay established for each County position.

#### **Employee Payroll Advances**

~~Employees may request payroll advances; however, each employee may receive no more than two payroll advances per calendar year. Advance requests must be received in the payroll department by the 10<sup>th</sup> of the month and are paid by check on or around the 15<sup>th</sup> of each month. Advances shall not exceed an employee's earnings at the time of the advance.~~

#### **Payroll Deductions**

Deductions that are required by law or a collective bargaining agreement will be withheld from employees' pay and paid by the County. All eligible employees shall contribute to the retirement fund; deductions for employee contributions to that fund are withheld from employees' pay. Optional payroll deductions for medical/dental/vision/life insurance coverage, financial institutions, and other miscellaneous deductions may be taken when approved by the Board of County Commissioners and authorized by employees.

#### **Deductions While on Leave without Pay**

Prior to being placed in a leave-without-pay status, it is the responsibility of employees to make arrangements with People and Culture ~~and the Finance Department~~ to continue contributions for insurance premiums. Employees are requested to make these arrangements at least ten (10) days prior to being placed in a leave-without-pay status. In the event of an emergency, arrangements should be made as soon as possible. Failure to do so may result in termination of benefits.

## 4.2: Rates of Pay

This policy applies to all employees.

### POLICIES AND PROCEDURES

All pay rates (i.e., salaries) shall be based upon the employee's assigned classification and corresponding pay-grade assignment.

#### Lateral Transfer

If an employee is transferred into or accepts a position that has the same pay grade assignment as his or her current position, they shall maintain the current pay level unless determined by People and Culture.

#### Salary Ranges

All positions are placed into a salary range comprising the minimum and maximum amount of compensation that can be paid to a position based on its corresponding classification. If an employee's salary is at or above the maximum of the salary range for his or her job, the salary range is designated as having a "Red Circle Rate." There will be no increases to base pay until the salary falls below the salary range maximum.

Lump-sum payments, in lieu of base pay increases, will be paid to employees who have a "Red Circle Rate" and whose performance meets or exceeds expectations.

#### Types of Appointments

- **New Hire (Initial Appointment to a Position).** New employees are usually hired into a position at a pay rate that is commensurate with their related education and experience. Department directors, or their designee have the authority to hire a new employee up to 15% above the minimum of a pay range. If hiring above the minimum, hiring managers shall consult with People and Culture, and an internal equity study must be completed prior to any job offer. A new employee can be hired at more than 15% above the minimum of the pay range with commensurate experience and written approval from the Compensation team.
- **Promotion (Appointment to a Position Assigned to a Higher Pay Grade).** If an employee is promoted to a position that has a pay range higher than his or her current position, the employee's salary may be adjusted 6% or to the minimum of the new pay range whichever is

## 4.2: Rates of Pay (continued)

greater. Hiring managers may adjust the salary up to 15% above the minimum of the new pay range after consulting and receiving approval from the compensation team. The County Manager shall have discretion to provide a greater increase in unique circumstances. The current pay plan, market value, and internal equity with similarly situated current employees may serve as a guide to the promotional increase, in consultation with People and Culture and at the discretion of the County Manager.

- **Downgrade (Appointment to a Position Assigned to a Lower Pay Grade).** If an employee is appointed to a position that has a pay grade that is lower than his or her current position, the pay for the new position may be adjusted to a lower rate of pay. Contact People and Culture for the new rate of pay.

## 4.4: Background Investigations

This policy applies to all potential hires, current employees, and volunteers.

### POLICIES AND PROCEDURES

Adams County strives to exercise appropriate care and discretion in the screening and placement of its employees and volunteers; therefore, the County will conduct a variety of background investigations on potential hires, current employees, and volunteers during the employment process and when required by law or policy.

People and Culture shall conduct all background checks, which may include Social Security Number Verification, criminal history, education verification, Sex Offender Registry, E-verify, Motor Vehicle Records, Child/Adult Welfare systems, financial/credit, applicable state systems, and any others that may be required by law or are directly related to work that the individual will be performing at the County. These background checks can be done through a third-party vendor and may require a fingerprint submission.

If the background check reveals any omissions or areas of concern that are directly related to the scope of the position, potential hires, current employees, or volunteers will be notified that information has been obtained which may preclude them from the position that they were seeking. These individuals will be given the opportunity to provide mitigating or pertinent information for review and consideration.

Positions requiring background investigations include the following:

- **Potential Hires:** All applicants who are offered employment with Adams County will be subject to a background investigation. Offers of employment are contingent on the successful completion of a background investigation. New employees may not begin work until People and Culture Services receives the results of a background investigation.
- **Current Employees:** Current employees who are being considered for promotion or job change shall be subject to a background investigation. Background investigations may also be conducted during an internal investigation of an employee's alleged misconduct or when required for specific program rules.
- **Volunteers and Interns:** All volunteers and interns, whether paid or unpaid, shall have a background investigation completed before carrying out any work for the County.



#### 4.4: Background Investigations (continued)

Background checks must be completed on all new employees, promotions, and job changes; a background check authorization form must be completed prior to a background check. Background results are valid for 30 days. Information that is obtained from a background investigation will be considered for employment purposes, as permitted by federal and state law and in accordance with Adams County policies, and all criminal history record information (CHRI) shall be used solely for the purpose requested and cannot be disseminated. A designated People and Culture representative will review the results of the background check and will notify the appropriate people regarding the results. Information will be reviewed to determine:

- ~~Whether false statements or material omissions were made by the individual;~~
- Whether an individual, based on the job duties of the position, poses a threat to security or safety in the workplace; or
- Whether an individual, based on the job duties of the position, poses a liability or risk to the county, property, or the vulnerable populations that we serve; or
- Whether false statements or material omissions were made by the individual.

A record of conviction will not necessarily result in denial or termination of employment. If negative or incomplete information is obtained, the Department Director shall consult with People and Culture and the County Attorney's office to assess the potential risks and liabilities related to the job's requirements and to determine whether the individual should be hired or retained. If a decision is made to not hire, promote, or retain an individual based on the results of a background check, additional Fair Credit Reporting Act requirements will be handled by People and Culture in conjunction with the background screening service.

#### Self-Disclosure

~~All applicants must list criminal convictions on their Adams County application for employment. This requirement applies to all internal and external candidates. Inaccurate or incomplete information contained on the application may be grounds for disqualification or termination, as applicable. A record of conviction will not necessarily result in denial or termination of employment.~~

All current employees and volunteers are required to immediately inform their supervisor if they are arrested and/or convicted of a felony or misdemeanor, other than minor traffic violations. Additionally, current employees whose position requires a valid Commercial Driver's License (CDL) must immediately inform their supervisor if they receive a citation for any traffic violation. Depending on the circumstances, the nature of the arrest, or conviction could lead to termination of employment.




## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> CASP Patriot Snow Removal Contract
<b>OFFICE/DEPARTMENT:</b> Fleet and Facilities
<b>CONTACT:</b> Jeff Kloska, Jeff Bowman
<b>FINANCIAL IMPACT:</b> \$540,322.95
<b>SUPPORT/RESOURCES REQUEST:</b> NA
<b>DIRECTION NEEDED:</b> Approval from BOCC to accept snow removal contract


### **DISCUSSION POINTS:**

Outline expense and explain two-year service contract recommended for Board approval at next available Public Hearing. This contract will act as bridge while new CASP snow equipment is put into place.

	<b>APPENDIX F</b> <b>SINGLE/SOLE, EMERGENCY, OR COOPERATIVE SOURCE FORM (Use this form for requests over \$10,000 and for items/services not on Appendix E)</b>	<b>Approval Date</b> 10/31/12
	<b>DIVISION AND POLICY NUMBER</b> PURCHASING	<b>Revision Date</b> 06/10/19

REQUESTED BY (Name): Jeffery Bowman DATE: 11/10/2022

SUPPLIER & GOODS OR SERVICE: Patriot Snow Removal, LLC

APPROVED BY (Director or Elected Official):  \$ \$540,322.95  
 (signature required)

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Goods or service has been formally awarded to a supplier by the State of Colorado, MAPO, or other cooperative purchasing group and meets the needs of Adams County.	<input type="checkbox"/>
2. The goods or service is of a unique nature or allows for standardization with existing equipment and will provide exceptional value to Adams County.	<input checked="" type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Adams County currently has a contract in place with a supplier for like goods or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected official's function.	<input type="checkbox"/>

**Please Note:** Use of this form is required for goods/services not already preapproved by the BOCC (Appendix E), and requires the approval of the Elected Official, Department Director, Purchasing Manager, and Adams County Manager, or the BOCC in accordance with the value of the purchase ([Policy #1010](#)).

**The Department/Elected Office must provide written justification (including total cost) to Purchasing for review and forwarding to Adams County Manager, who may request BOCC approval. Attach additional sheets as required.**

Two pieces of Colorado Air and Space Port (CASP) Runway snow removal equipment are beyond their serviceable life and funding for replacement has been approved, but expected delivery is two years out. Facilities and Fleet Management (FFM) and CASP have researched and interviewed two of three airport specific service providers. These are; Top Dog Snow Removal was not responsive, Aero Snow Removal and Patriot Snow Removal were interviewed. Aero removed themselves from consideration, leaving Patriot as the sole service provider. After reviewing the service contract, FFM and CASP recommend using Patriot Snow Removal, LLC as the service provider for two years (with an optional third year if needed) until CASP has fully operations snow removal equipment.

Request is:

☐ Approved ☐ Denied Purchasing Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved ☐ Denied Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved ☐ Denied County Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Comment:

# PATRIOT SNOW REMOVAL, LLC

1408 E. Mineral Ave, Centennial, Colorado 80122

Phone (303) 794-0300

PatriotSnowRemovalLLC@gmail.com

## PROFESSIONAL SERVICE AGREEMENT SNOW REMOVAL

November 1, 2022

ADAMS County, Colorado Air & Space Port

-

This Agreement is made and entered into this  day of  December, 2022 by and between Patriot Snow Removal, LLC, (hereinafter “PSR”), with its primary place of business at 1408 E. Mineral Ave, Centennial, CO 80122 and Adams County, Colorado Air & Space Port (hereinafter “CASP”), with its primary place of business at 5200 Front Range Parkway, Watkins, CO 80137

### 1. Equipment and Services

PSR agrees to conduct snow removal services in a good and workmanlike manner for CASP. PSR shall plow, push, blow, and brush all snow to from the identified runways (8/26 and 17/35) to include taxiway leading to and from these runways. PSR can only conduct snow removal operations on closed runway and taxiways @ the Colorado Air and Space Port. CASP will be responsible for the landing and takeoff of aircraft. CASP at its sole discretion will determine whether the runways and taxiways are safe for aircraft to maneuver, take off, and land. PSR’s does not have the means to determine the safety off aircraft maneuvering, landing, or taking off. Upon completion of the Services, CASP shall sign a written authorization, such authorization to indicate that the Services have been completed to CASP’s’ satisfaction see Exhibit B Map of Area.

### 2. Term

The term of this Agreement will be for two (2) years to commence on January 1, 2023, and will expire on December 31, 2024, with an optional third year from January 1, 2025, through December 31, 2025.

### 3. Fees

The following snow removal fees are based on time and material for the use of the equipment/manpower/ etc. The timing and performance of snow removal services shall be at Colorado Air & Space Port direction. A minimum of eight (8) hours notice will be needed to perform services and a guarantee of a minimum of ten (10) hours of service per call out.

PSR will conduct snow removal operations up to, or equal to, 60 hours of service for CASP. Colorado Air & Space Port will agree to pay equipment by way of a nonrefundable Minimum Seasonal Guarantee (“MSG”) of two hundred sixty-four thousand five hundred forty dollars (\$264,540), payable in five (5) equal monthly installments of fifty-two thousand nine hundred eight dollars (\$52,908.00) with the initial invoice immediately after the approval of this agreement and on the 1<sup>st</sup> of every month there after until the MSG is exhausted. The contract amount will increase for season two and three respectively by a four and a quarter percent (4.25%) from the initial base price.

\$4,409.00 for each hour over 60 hours.

#### **4. Contract Equipment**

The following equipment will be dedicated to snow removal for Colorado Air& Space Port:

<b>Line Item</b>	<b>Qty</b>	<b>Equipment</b>	<b>Area</b>
1	1	Supervisor	Runway Taxiway
2	3	Oshkosh Truck w 20’ Plow	Runway Taxiway
3	1	Oshkosh 3000 TPH Per Hour Snow Blower	Runway Taxiway
4	1	Oshkosh 20’ Power Broom	Runway Taxiway
5	1	Bucket Box Blade Snow Plow	Runway Taxiway
6	1	Loader	Runway Taxiway
7	1	Mechanic with Service Truck	Runway Taxiway

#### **5. Additional Services Upon Colorado Air & Space Port by Request Only**

If called for additional services, a minimum of twelve (12) hours shall be given for PSR to respond with additional equipment. PSR will provide the Equipment with operators and supervision, as described. Any additional equipment listed below will have an associated minimum call out. Line Items #1-#5 are based on an eight (8) hour minimum call out.

<b>Line Item</b>	<b>Equipment</b>	<b>Rates Per Hour EA</b>
1	Supervisor	\$175.00
2	Dump Truck (Hauling Snow)	\$289.00
3	Oshkosh 20’ Power Broom	\$838.00
4	Bucket Box Blade Snow Plow	\$415.00
5	Loader	\$385.00

## **6. Delivery and Pick Up**

PSR will deliver the Equipment to Colorado Air & Space Port property and stage it at the location(s) provided by Colorado Air & Space Port by January 1, 2023. There will be a onetime mobilization charge of twenty-one thousand five hundred dollars (\$21,500) for season 1 and a twenty-four thousand five hundred dollar (\$24,500) de-mobilization charge at the end of the contract period.

## **7. Operator / Fuel / Material**

PSR will provide an operator(s) to operate the equipment and will provide all necessary fuel to operate the equipment. PSR will place a two-thousand-gallon (2000) double walled diesel fuel container onsite for refueling operation of equipment. Such costs are included in the Snow Removal Fees as described in Section 3 Fees. Chemical material both liquid and dry will be supplied by Colorado Air and Space Port for application @ CASP.

## **8. Excluded Areas**

Prior to and during each snow operation Colorado Air & Space Port shall, as necessary, cause the repositioning of aircraft, vehicles, equipment, and/or debris in the areas in and around snow removal area(s). (and any other area which PSR may service at request) to permit PSR's uninterrupted and unimpeded performance of its operational responsibilities under this Agreement.

PSR shall not conduct snow removal services within one hundred feet (100') of any parked aircraft or vehicle. Should Colorado Air & Space Port request that snow removal services be performed within one hundred feet (100') of any vehicle, then, in that event, PSR shall not be responsible for any direct or consequential damage resulting to such aircraft or vehicle. Colorado Air & Space Port hereby agrees to defend, indemnify and hold PSR harmless for any damage resulting to said aircraft or vehicle(s).

## **9. Damage /Indemnification**

PSR shall defend, indemnify and hold Colorado Air & Space Port and its officers, agents and employees harmless from any and all claims, demands, loss or damage to property or for death or injuries to any employee of PSR or death or injury to third persons, arising out of direct physical contact with PSR's machinery or equipment, or arising from the gross negligence of PSR's personnel in connection with the operation of PSR's snow clearing equipment, except, including but not limited to damage to manholes and or items that are covered by snow fall that were not identified.

Colorado Air & Space Port shall defend, indemnify and hold PSR and its officers, agents and employees harmless from any and all claims, demands, loss or damage to property or for death or injuries to any employee of PSR or death or injury to third persons, arising from the gross negligence of CASP personnel in failing to reposition, equipment and/or debris or requesting PSR to perform snow removal services within one hundred feet (100') of parked aircraft or ramp vehicles.

PSR will maintain in effect at all times during the term of this Agreement the following described insurance coverage for its operation and activities under this Agreement in the amounts set forth in Exhibit A and shall furnish certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify Colorado Air & Space Port ten (10) days prior to any cancellation or material changes in coverage.

#### **10. Payment Terms**

Terms of payment are thirty (30) days net from date of invoice receipt. Invoices will be submitted to Colorado Air & Space Port via email at \_\_\_\_\_. Finance charges of one and a half percent (1.5%) per month will be assessed on all past due balances.

Payment shall be processed through the Automated Clearing House (ACH). PSR's invoices shall include the following information for payment:

Bank Name: \_\_\_\_\_  
ABA No. \_\_\_\_\_  
Credit the Account of: \_\_\_\_\_  
Acct. No. \_\_\_\_\_  
Ref: \_\_\_\_\_  
Invoice Number(s): \_\_\_\_\_

#### **11. Notice**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by, first-class mail, in the case of Colorado Air & Space Port, to the attention of the Station Manager, via email at \_\_\_\_\_, and in the case PSR, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if US Mail as provided in this Section.

#### **12. Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **13. Enforcement of Agreement**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Colorado. Legal actions concerning any dispute, claim or matter

arising out of or in relation to this Agreement shall be instituted in the State of Colorado, and PSR agrees to submit to the personal jurisdiction of such court in the event of such action.

**14. Miscellaneous**

N/A

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The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**AGREED TO AND ACCEPTED**

Colorado Air & Space Port Corporation:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Patriot Snow Removal, LLC.:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Richard Leavitt

Title: President



**EXHIBIT A**

**SCHEDULE OF INSURANCE POLICIES**

<b><u>Company</u></b>	<b><u>Type of Coverage</u></b>	<b><u>Coverage Limit</u></b>	<b><u>Policy Number</u></b>	<b><u>Expiration Date</u></b>
Auto Owners	General Commercial Liability	\$2,000,000.00 (Total \$5MM)		
Auto Owners	Automobile Liability	\$2,000,000.00 (Total \$5MM)		
Auto Owners	Umbrella Additional Coverage for CGLI and Auto Liability	\$5,000,000.00		
Travelers	Worker's Comp & Employers' Liability	Statutory		

## EXHIBIT B

### MAP OF AREA



Colorado Air & Space Port Snow Removal Area of Responsibility  
 Runway 17/35 – 8/26 offramps and Taxiways leading to and from



## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> American Rescue Plan Act (ARPA) Contract Discussion for Colorado Coalition for the Homeless (CCH)
<b>OFFICE/DEPARTMENT:</b> Community & Economic Development
<b>CONTACT:</b> Melissa Scheere, Housing Policy & Community Investments Manager; Paolo Diaz, Community Safety and Well-Being Manager
<b>FINANCIAL IMPACT:</b> \$3,800,000
<b>SUPPORT/RESOURCES REQUEST:</b> Discuss the American Rescue Plan Act (ARPA) application submitted by Colorado Coalition for the Homeless (CCH) for the acquisition and rehabilitation of the Clarion Inn that will result in 215 units of housing for individuals experiencing homelessness.
<b>DIRECTION NEEDED:</b> Receive feedback from the Board on the proposed project and potential award of \$3.8M of ARPA funds.

### DISCUSSION POINTS:

- This item was previously brought to the Board during a Study Session on September 13, 2022.
- CCH has requested \$3.8M of ARPA funds for the acquisition and rehabilitation of the Clarion Inn located at 200 W 48th Avenue in the City and County of Denver to provide 215 units of housing for individuals experiencing homelessness.
- \$23.5M of funding for the project has already been secured by City and County of Denver, Colorado Division of Housing, and CCH.
- The project's affordability period will be a minimum of 15 years.
- Staff recommends approval of the Subrecipient Agreement to convey \$3.8M of ARPA funds to CCH for the acquisition and rehabilitation of the Clarion Inn.

# Colorado Coalition for the Homeless Clarion Inn

Community & Economic Development  
Community Safety & Wellbeing

November 29, 2022

# Agenda

- Background
- Application Evaluation
  - Project
  - Capital Stack
  - Partnership Structure
- Staff Recommendation

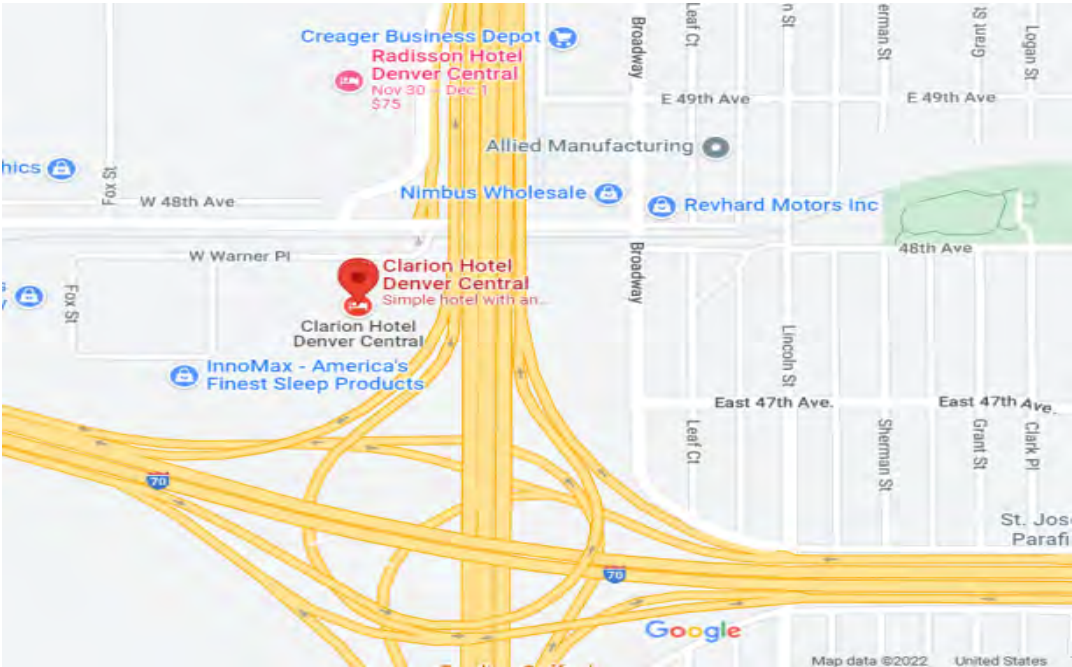
# Background

- September 13, 2022
  - BoCC agreed to explore partnership opportunity
- October 15, 2022: CCH Submitted Application
- October 21, 2022: CRWG Reviewed Application

# Project – Renewal Village

- \$3.8M request
- Acquisition and rehabilitation of Clarion Inn
  - 200 W 48<sup>th</sup> Avenue in City and County of Denver
- Full commercial kitchen, dining room, conference facilities, management offices
- 215 units
  - 108, PSH; 107, transitional/non-congregate shelter/bridge housing
  - 300 SF, studio units with mini-fridges and microwaves
- All residents will receive on-site supportive services







# Capital Stack

Source of Funding	Total Funding	Status
Adams County ARPA	\$3,800,000	Requested
City and County of Denver	\$10,420,331	Secured
Colorado Division of Housing	\$10,750,000	Secured
CCH Funding	\$2,329,669	Secured
<b>Total Project Costs</b>	<b>\$27,300,000</b>	

# Other Considerations

- Minimum 15-year affordability period
- On-going Operating Costs:
  - PSH funded by CDOH Project Based Vouchers
  - Non-congregate shelter/Bridge/Transitional housing will be funded through a variety of funding sources, including bridge vouchers, VA Grants Per Diem funding, Continuum of Care and other grant and charitable funding.
- CCH may convert the transitional units to PSH units in the future

# Proposed Partnership Structure

- Due to the Fair Housing Act, units cannot be set aside specifically for Adams County residents
- Annual target of 8% of the total population to serve individuals experiencing homelessness in Adams County
- CCH will work with Adams County service providers to meet the goal

# Staff Recommendation

Staff recommends the BoCC approve the Subrecipient Agreement conveying ARPA funds to CCH for the Renewal Village project at Public Hearing.

Staff recommends the agreement requires the property to continue operating for the intended use and tracking the targeted outreach methods until December 31, 2026.



## STUDY SESSION ITEM SUMMARY

<b>DATE OF STUDY SESSION:</b> November 29, 2022
<b>SUBJECT/TITLE:</b> Code Enforcement Update
<b>OFFICE/DEPARTMENT:</b> Community Safety & Well-Being
<b>CONTACT:</b> Matt Rivera
<b>FINANCIAL IMPACT:</b> N/A
<b>SUPPORT/RESOURCES REQUEST:</b> N/A
<b>DIRECTION NEEDED:</b> Update on current practice and progress.

### DISCUSSION POINTS:

Enforcement update: Department roles Code Compliance overview and statistical analysis Commercial/Industrial case percentage Complaint based w/ community enrichment philosophy Contributing factors to response time and staffing requirements

# Code Enforcement Update

Matt Rivera,  
Community Safety and Well-Being

Improve Systems | Elevate People | Strengthen Neighborhoods



Code  
Compliance



Graffiti  
Removal



Animal  
Management



Neighborhood  
Groups



Parking  
Program



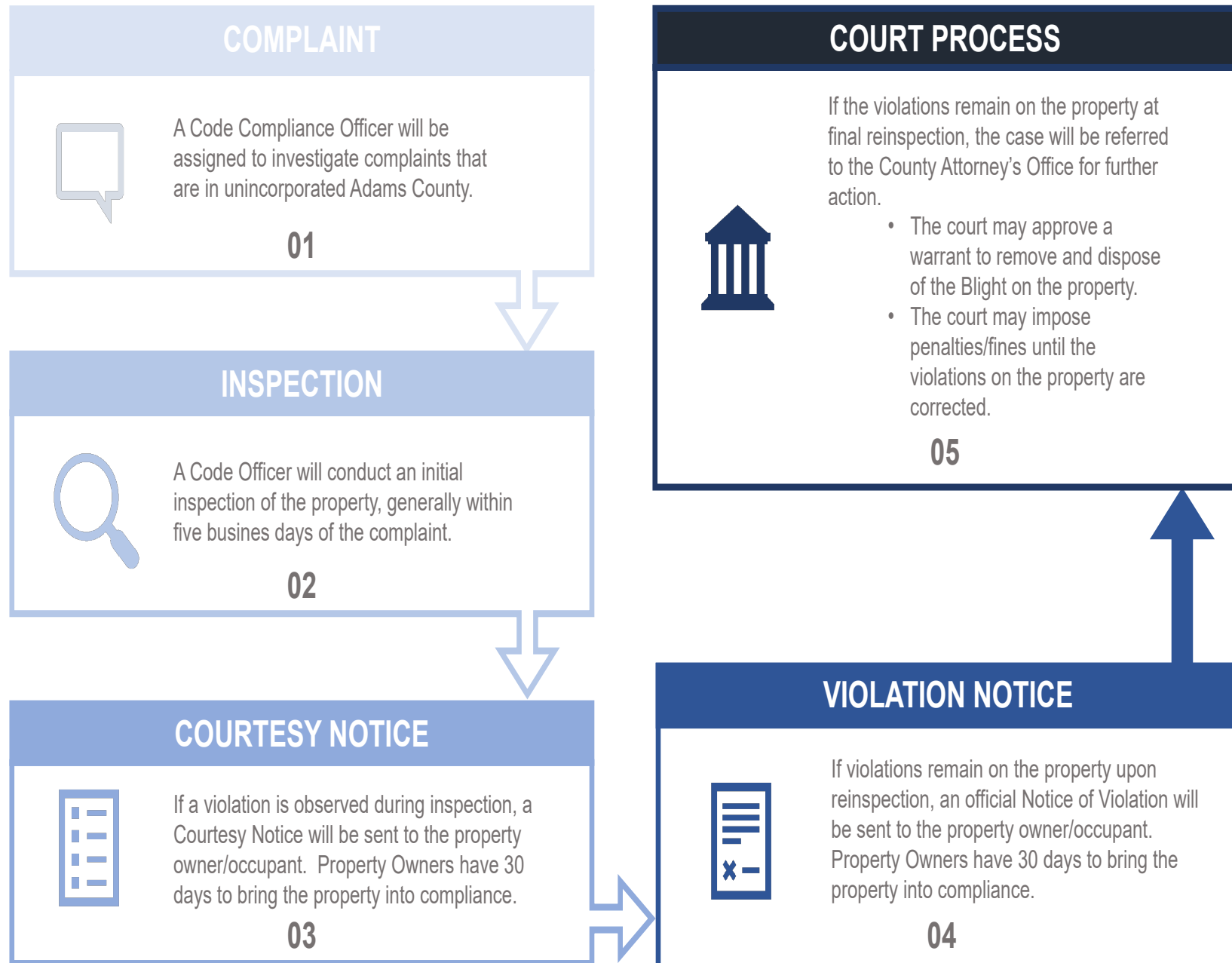
Tool  
Shed



# Department Roles



# Code Compliance Process





# Enforcement in Practice

- Code Compliance overview and statistical analysis update
- Complaint based w/ community enrichment philosophy
- Contributing factors to response time and staffing requirements

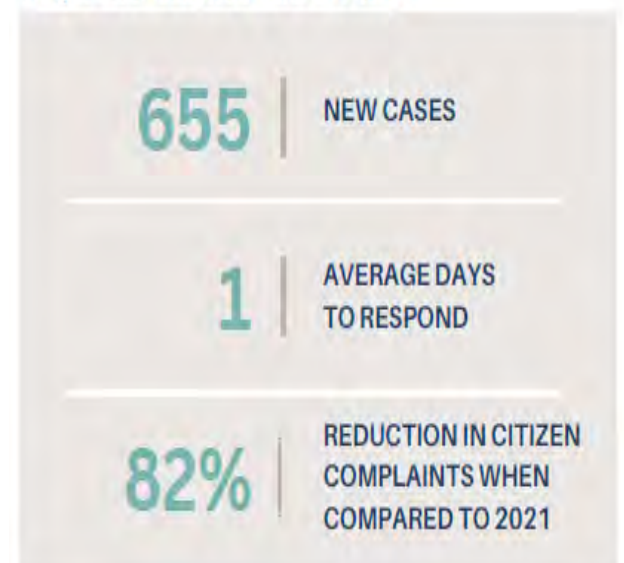
## CODE COMPLIANCE

Key Performance Indicators



## GRAFFITI REMOVAL

Key Performance Indicators



## Community Safety & Well-Being (CSWB)

	Code Compliance			Post Judgement <sup>2</sup>
	Zoning	Blight	Property Maintenance	Active
Cases <sup>1</sup>	1,014*	525	29	90
Officer Generated	15%	9%	7%	-
Staff	4			

*\*Approximately 5% of zoning cases are Commercial/Industrial*

	Graffiti Removal	Parking Program <sup>3</sup>		Tool Shed <sup>4</sup>
	Incidents	Applications	Warnings & Citations	Reservations
Cases <sup>1</sup>	2,037	329	360	66
Officer Generated	99%	100%		-
Staff	2			

Note: Information contains 2021 annual data for each department and team except where notated. Percentages are rounded to the nearest whole number. (1) Case numbers do not include reinspections. (2) Post-judgement process for code compliance began in 2022. (3) The Parking Program began in July 2022 and the data is reflective of July 1, 2022 - November 8, 2022. (4) Tool Shed data is from 2022.

# Ongoing Discussion

- Priority areas
  - Commercial, Industrial, Agricultural, Residential
- Goals and expectations
  - KPIs, i.e., % of overall cases
- Staffing implications
  - Enforcement, Legal, Administrative

# Thank you