

Section 1.	Employees Defined	2
Section 2.	Work Period	2
Section 3.	Wages.....	3
Section 4.	Overtime/Comp Time	4
Section 5.	Comp Time Usage	5
Section 6.	Pay Schedule and deductions.....	6
Section 7.	Insurance Benefits.....	7
Section 8.	Retirement Benefits	7
Section 9.	Paid Time Off (PTO)	7
Section 10.	Miscellaneous Leave.....	9
Section 11.	Holidays	10
Section 12.	Educational Reimbursement	11

Stratmoor Hills Fire Protection District Policy

Number: CE 2

Date Issued: November 30, 2005

Revised: July 21, 2021

Date Effective: August 18, 2021

Subject: CAREER EMPLOYEE COMPENSATION

Purpose: The purpose of the following procedure is to define compensation package provided to career employees by the District.

Procedure:

Section 1. Employees Defined

- 1.1 Employees are considered full-time within the meaning of these policies if they are regularly employed for thirty-five (35) hours or more per week.
- 1.2 Administrative Employees are employees that do not work shift work and normally Monday – Friday 8:00 to 5:00.
- 1.3 Shift workers are employees that work shift work.
- 1.4 Each employee is designated as either exempt or nonexempt from federal and state wage and hour laws. Any employee occupying a position allocated to an exempt classification per the Fair Labor Standards Act (FLSA) is considered an exempt employee and is excluded from specific provisions of federal and state wage and hour laws. Nonexempt employees are entitled to overtime compensation, in accordance with specific provisions of federal and state laws. Classification of employees as exempt or nonexempt is a legal designation, and not a designation of the District.

Section 2. Work Period

- 2.1 The District has adopted a work period pursuant to the Fair Labor Standards Act (“FLSA”) for the purposes of calculating and paying overtime to non-exempt shift employees who qualify as employees engaged in fire protection activities pursuant to the FLSA (“Shift Workers”). The work period for all Shift Workers is a recurring full 28-day (or 672 hours) work period, which ends each 28 days at 8:00 a.m.
- 2.2 Shift Workers may be required to work additional hours other than their normal work schedule (which may include scheduled overtime) to meet operational requirements. As discussed in further detail in Section 4, below,

Shift Workers shall be paid their regular hourly rate for each hour actually worked up to 212 hours in a 28-day FLSA work period and shall be paid Overtime or Comp Time for all hours actually worked over 212 hours in a 28-day FLSA work period.

- 2.3 Each Shift Worker will be given at least one (1) un-paid Kelly day every quarter. Some employees may receive an additional Kelly day for the year depending on their pre-assigned schedule.

Section 3. Wages

- 3.1 Wages are set by the BOD for all employees.
- 3.2 Employees' compensation *may* increase or decrease each year solely at the District's discretion and financial ability. Nothing stated herein shall be interpreted as a guarantee that an employee's compensation will increase.
- (a) To the extent that the District is able to offer an increase in compensation, annual raises will be based off an employee's performance evaluation (Reference Policy CE-1 Section 6). On the evaluation:
- * A score of 0 – 20, Needs Improvement = 0% raise,
 - * A score of 21 – 30 Meets Standards = 1.5% raise,
 - * A score of 31 – 36 Exceeds Standards = 3.0% raise.
- (b) The Fire Chief may add a cost of living raise for employees and set the percentage based on the Denver-Aurora-Lakewood Consumer Price Index projection factor. In any case the total cost of living raise cannot exceed 3%.
From time to time, the Fire Chief, Administrative Chief, and/or the Board may conduct salary studies of comparable departments.
- (c) Raises are set in percentages:
- Base wages for newly hired employees are presented in the budget each year by the Fire Chief and Administrative Chief utilizing information provided by a salary survey of fire departments of similar size and complexity. Base wages may also be the same as the previous year and/or changed based on the financial status of the district. The Board of Directors will approve the base wages in the budget approval process. The Fire Chief, Administrative Chief and/or the Board of Directors or an outside company may conduct salary studies.
- (d) Annual raises pursuant to Sections 3.2(a) – (c) herein will become effective in the first pay period in January.

(e) Master Firefighter Program Compensation Plan:

- Shift workers who complete the Master Firefighter Program will receive the following increases:
 - Class 4 will receive \$.50 pay increase per hour
 - Class 3 will receive \$.75 pay increase per hour
 - Class 2 will receive \$1.00 pay increase per hour
 - Class 1 will receive \$1.00 pay increase per hour
 - MFF / Lt will receive \$1.00 pay increase per hour
 - Captain will receive \$1.30 pay increase per hour
- If a career employee fails to re-new or recertify at their current classification level (no later than April 1st of the current year), the employee will be demoted to the next lower level that he or she currently qualifies for. The employee will also lose his or her previous classification pay and will then be paid at their new classification level.

Section 4. Overtime/Comp Time

- 4.1 The District has established a Compensatory Time (“Comp Time”) policy to establish guidelines and criteria that will be used for the implementation of a Comp Time procedure that is fair to both the District and the Employees while maintaining compliance with all applicable laws.
29 SC § 207(o) states, in part:

Compensatory time.

(1) Employees of a public agency which is a State, a political subdivision of a State, or an interstate governmental agency may receive, in accordance with this subsection and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required by this section.

(2) A public agency may provide compensatory time under paragraph (1) only (A) pursuant to (i) applicable provisions of ... a memorandum of understanding, or any other agreement between the public agency and representatives of such employees; or (ii) ... an agreement or understanding arrived at between the employer and employee before the performance of the work.

Thus, in accordance with the FLSA, Comp Time will be credited to any non-exempt employee at a rate of one and one-half hours for each *scheduled* shift hour actually worked in excess of 212 hours in a twenty-eight (28)-day work period.

- 4.2 Non-exempt Shift Workers may select to be paid Comp Time or overtime at a rate of one- and one-half times their regular rate of pay for any *unscheduled* shift work, or other work time in excess of 212 hours actually worked in a

28-day work period. If a non-exempt employee works over his or her scheduled time due to a Fire/EMS call, the employee must record the reason for the excess time beyond the scheduled shift when clocking out on the Aladtec Timecard system and may select to be paid with Comp Time or overtime, as the employee chooses.

- 4.3 Additional hours worked do not necessarily qualify for overtime compensation. The determination of actual hours worked as overtime is determined by the requirements of the FLSA. A Shift Worker will earn overtime or Comp Time only once that employee has actually worked hours in excess of 212 hours in a 28-day work period. A non-exempt administrative employee will be compensated with Comp Time or overtime, at the employee's choice, for all hours actually worked over 40 hours in a seven-day work week. Work time includes, but may not be limited to, shift work, mandatory employee meetings outside of the employee's scheduled shift, and mandatory training.
- 4.4 Unless an employee apprises the Administrative Chief otherwise, all Shift Workers' additional hours actually worked over the 212 hours in a 28-day work period (or non-exempt administrative employees' additional hours actually worked over 40 hours in a seven-day work week) will be credited as Comp Time versus Overtime, up to a total of 480 hours for Shift Workers and 240 for non-exempt administrative employees.
- 4.4 All overtime hours in excess of those regularly scheduled as part of a shift employee's normal schedule must be approved in advance by the Chief or Administrative Chief, except activities identified as approved overtime by the Chief or Administrative Chief. Failure to obtain approval in advance for overtime worked may result in disciplinary action.

Section 5. Comp Time Usage

- 5.1 An employee who has accrued Comp Time, and who has requested to use Comp Time, shall be permitted to use such Comp Time within a reasonable period after making the request if the use of such Comp Time does not unduly disrupt the District's operations.
- 5.2 Due to the limited number of shift employees and the impact on and disruption to the District's operations, no more than one shift employee, per shift, shall be off on Comp Time at a time, unless otherwise permitted by the Chief or Administrative Chief.
- 5.3 All conflicts with multiple requests will be decided by seniority.
- 5.4 Non-exempt employees engaged in fire protection services may accumulate no more than four hundred eighty (480) hours of Comp Time at any given time. All other non-exempt employees may accumulate no more than 240 hours of Comp Time. Time worked in excess of these amounts will be paid overtime at one- and one-half times an employee's regular rate of pay.

- 5.5 Upon separation from service, the employee, no matter the reason for separation, shall be paid for unused Comp Time at the final regular rate received by such employee at the time of separation, or the average regular rate received by the employee during the last three years of the employee's employment with the District, whichever is higher.

Section 6. Pay Schedule and deductions

- 6.1 Employees are paid every two weeks on a Friday. Each paycheck covers hours worked through the previous Friday. Employees must have their Aladtec electronic timecard up to date at the end of each shift to ensure that payroll can be processed in a timely fashion.
- 6.2 Direct deposit is offered to all employees. Employees must provide advanced authorization, in writing, to the District of the bank account into which the employee's pay is to be deposited. If the employee's account information changes, or if their account is closed, the employee must apprise the District with sufficient time to enable the District to make the appropriate deposit in a timely manner. The District will provide an itemized statement of wages on the day of scheduled payroll.
- 6.3 The District must make certain deductions from each employee's earnings, in accordance with state and federal law. These may include, but may not be limited to, local, state, and federal income taxes, as well as Medicare taxes.
- 6.4 The District also offers certain benefits and programs to its employees, beyond those required by law. Employees eligible for such benefits/programs may voluntarily authorize the District to deduct amounts required to cover the costs of participation in these benefits/programs from their paychecks. If an employee has any questions regarding any deduction from his or her paycheck, please direct such questions to the Fire Chief or the Administrative Chief, who will assist in having such question answered.
- 6.5 It is the District's policy to prohibit improper deductions from the salary of exempt employees, or the wages of non-exempt employees. The District takes all reasonable steps to ensure that its employees receive the correct amount of pay in each paycheck, and that its employees are paid promptly on the scheduled payday. In the unlikely event that there is any error in the amount of pay, the affected employee must promptly bring the discrepancy to the attention of his or her supervisor so that corrections can be investigated made. The District will promptly reimburse employees for any improper amount of pay or improper deduction from pay and will provide reassurances that such improper deductions will not occur again.
- 6.6 In the unlikely event that the District inadvertently overpays its employees, the District reserves the right to seek reimbursement from the employee for any such overpaid amount. Such reimbursement shall be made directly by the employee, or the District shall withhold payments from the employee's paychecks until any such overpayment is reimbursed.

Section 7. Insurance Benefits

- 7.1 All full-time permanent employees are eligible for group insurance benefits as established by the Board of Directors. The terms and conditions of all group insurance plans offered by the District are subject to change from time to time at the discretion of the Board of Directors. District insurance plans may require employee contributions as a condition of participation. Required contributions must be made through payroll deductions.

Section 8. Retirement Benefits

- 8.1 All career firefighting employees employed for thirty-three (33) hours or more per week are provided Retirement benefits pursuant to State law (FPPA).
- 8.2 The Fire Chief may opt out of the FPPA pension plan when hired.
- 8.3 Non-firefighting personnel are required to participate in Social Security.
- 8.4 Non-firefighting personnel may also elect to participate in the FPPA pension program.
- 8.5 Administrative employees employed for forty (40) hours a week are provided Retirement benefits with an Individual Retirement Account (IRA).

Section 9. Paid Time Off (PTO)

- 9.1 All career fire personnel will accrue their PTO at each pay day. PTO is accumulated per bi-weekly pay period, as set forth in the table below. PTO shall not be used in advance of its accrual. The Fire or Administrative Chief may allow a probationary employee to take time off unpaid in the event of an emergency.
- 9.2 An employee accrues PTO from the employee's first day of work for the District, in accordance with the table below.
EXAMPLE: Firefighter A starts on June 1st. The employee will begin accruing PTO and will have earned 8 hours of PTO by that employee's first pay day. For the first year, Firefighter A will have earned 208 hours of PTO, at a rate of 8 hours per bi-weekly pay period. In this example firefighter A will receive 8 hours of PTO every payday until the first pay period after June 1st, (anniversary date). For the 2nd through the 4th year, Firefighter A will earn 286 PTO hours, each year at a rate of 11 hours of PTO every pay period until Firefighter A reaches his or her 5-year anniversary date, at which point Firefighter A will earn 12 hours of PTO per bi-weekly pay period. This cycle will repeat itself as years of service continues.
- 9.3 All career fire personnel must submit PTO requests at least two weeks (2) prior to the time off requested to the Fire Chief or Administrative Chief. The more notice an employee can give the easier it will be for the administration to approve the request.
- 9.4 No more than one (1) shift employee per shift, may be on PTO at a time. All conflicts in scheduling PTO will be decided by seniority except for emergencies.

Years of Service	Start date up to yr. 2	2 thru 4	5 thru 9	10 thru 14	15 thru 19	20 thru 24	25 thru 29	30 +
Shift Employees Annual Hours	208	286	312	338	364	390	416	442
Pay Period hours: /26	8	11	12	13	14	15	16	17

- 9.5 Shift Workers may carry over PTO from one year to the next only with the approval of the Fire and/or Administrative Chief. In no event shall a shift worker be permitted to carry more than one hundred ninety-two (192) PTO hours into the next year, (192 PTO hours is the annual CAP).
- 9.6 A Shift Worker may only use up to one hundred forty-four (144) PTO hours at one time. A shift worker may use more time for an unusual event or a personal or family emergency with prior approval of the Fire Chief or Administrative Chief.
- 9.7 Full-time, administrative employees accrue PTO after their probationary period as follows:

Years of Service	Start date thru 1	2 thru 9	10 thru 19	20 thru 29	30 +
Admin Employees Annual Hours	104	156	208	234	260
Pay Period hours: /26	4	6	8	9	10

- 9.8 Administrative employees may carry over PTO from one year to the next only with the approval of their supervisor. In no event shall an administrative employee be permitted to carry more than one hundred twenty (120) PTO hours into the next year. (120 PTO hours is the annual CAP).
- 9.9 An Administrative employee may only use up to one hundred forty-four (144) PTO hours at one time. An Administrative employee may use more time for an unusual event or a personal or family emergency with prior approval of the Fire Chief or Administrative Chief.
- 9.10 To comply with the Colorado Healthy Families and Workplaces Act, in instances of a declared public health emergency, employees who have not

yet accrued 80 hours of PTO under this policy will be provided with 80 hours of PTO.

9.11 Upon termination, employees with accrued but unused PTO shall be paid at their current regular hourly rate for such PTO time.

- The rate of pay for exempt employees will be determined by dividing their annual salary by fifty-two weeks then dividing by forty hours per week to arrive at an hourly rate.

Section 10. Miscellaneous Leave

10.1 Military Leave

- Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of benefits or status for up to fifteen (15) days each calendar year while they are engaged in training or other service under orders. For purposes of this section, a day for shift employees shall consist of one 24-hour shift, and a day for an administrative employee shall consist of one regular eight-hour day. Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay for the duration of his or her service and shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports to the District for work within ninety (90) days from such separation.

10.2 Injury Leave/Worker's Compensation

- See Policy CE-1 Career Employee Working Conditions Section 4.4.

10.3 Administrative Leave

- Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, when the employee has been charged with serious criminal misconduct, or under such other circumstances as may be deemed necessary by the District. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

10.4 Unpaid Leave

- Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion. Unpaid leave shall not be granted for more than six (6) months but may be renewed by the District upon its expiration.
- Employees shall not accrue PTO while on unpaid leave.
- Employees on unpaid leave are eligible to receive group insurance benefits upon their timely payment of appropriate premiums, except

as set forth under the FMLA, for those employees who qualify for the same.

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

10.5 Jury Duty/Court Time

- Any employee who is summoned for jury duty or subpoenaed in connection with his or her employment during a regularly scheduled work time will be compensated for scheduled hours. A copy of the subpoena or order requiring such duty must be submitted with a leave request for such compensation to be paid. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee must be paid to the District or an equivalent amount deducted from the employee's pay.

10.6 Voting:

- In the event that an employee cannot vote in an election during his or her nonworking hours, the District will grant such employee up to two hours of paid time off to vote. An employee should notify his or her supervisor at least one day prior to the election day for any requested time off to vote, so that such time off can be scheduled at a time that is least disruptive to the District's normal work schedule.

Section 11. Holidays

11.1 The purpose is to provide time off for employees to enjoy holidays while maintaining the on-duty force to meet the needs of the public

11.2 The District provides the following nine holidays for the Administrative employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

When a holiday falls on a Sunday, it shall be observed on the following Monday; when a holiday falls on a Saturday, it shall be observed on the preceding Friday.

11.3 **PERSONAL DAY** – In lieu of another holiday, all employees will receive one personal day per calendar year.

- (a) All administrative employees will receive an eight-hour (8) personal day.
- (b) All Shift Workers will receive a twelve-hour (12) personal day.
- (c) Personal days are not carried over from one year to the next.
- (d) No more than one (1) shift worker at a time, per shift, may utilize a personal day. All conflicts in scheduling this personal day will be decided by seniority except for emergencies.
- (e) The personal day hours will be taken all at once and may be taken in conjunction with other scheduled PTO or comp time.
- (f) All employees must provide a completed Personal Day Request form to their supervisor for approval and scheduling two (2) weeks prior to the time off requested. The more notice an employee can give, the easier it will be to approve the request.
- (g) The first pay day after probation the employee will be eligible for the personal day.

Section 12. Educational Reimbursement

12.1 The purpose is to provide a funding mechanism to encourage additional education and training for career employees.

12.2 **Elective Training**

- Any employee who chooses to attend an elective training course, class, conference, or seminar that is not required for their job description or mandated by the Fire Chief will either use their PTO, Comp Time or get a shift trade for the days of work that they will miss. All associated costs will be paid for by the employee wishing to take the course.

12.3 **Education Required by the Department**

- When the District requires an employee to attend any education or training course, conference, or seminar, the District will pay for all associated costs including tuition or registration fees, travel, meals, and lodging. Travel cost will be reimbursed in accordance with the District's Travel Policy.

12.4 **Non-Degree Education Approved by the Department**

- Any employee may request reimbursement for costs associated with attending a training course, conference, or seminar, which will enhance their job skills and is pre-approved by the Fire Chief and Administrative Chief.

12.5 **College Credit Education**

- Upon advance approval by the Board of Directors, and upon successful completion of relevant accredited courses, full-time employees shall be reimbursed for tuition, fee, and books, (up to a maximum of \$500.00 annually) upon presentation of proper documentation. The Board of Directors will consider

reimbursement of any course if the educational program is job-related, is not a degree program more than an Associate Degree, and the employee receives a grade of “C” or better for any course that they request reimbursement.