

**RESOLUTION NO. 2025-08
OF THE FRONT RANGE PASSENGER RAIL DISTRICT**

ADOPTING AN EMPLOYEE HANDBOOK

WHEREAS, pursuant to Section 32-22-101, *et. seq.*, C.R.S. (the “Act”), the Front Range Passenger Rail District (the “District”) was established as a body politic and corporate and a political subdivision of the state to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, except as otherwise specifically provided, the Board of Directors of the District (the “Board”) exercises and performs all powers, privileges, and duties vested in or imposed upon the District in the Act; and

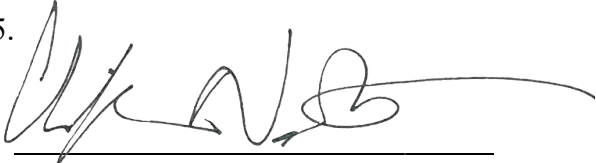
WHEREAS, pursuant to Section 32-22-105(1)(a)(I), C.R.S., the Board is vested with the power to adopt policies for the District; and

WHEREAS, Section 6.2 of the District’s Bylaws requires the Board to establish and adopt an employee handbook setting out the “terms, conditions, rights, benefits, and expectations associated with employment by the District”; and

WHEREAS, the District has caused the preparation of a proposed employee handbook, attached hereto as **Exhibit A** (the “Employee Handbook”), and the Board now desires to adopt the same as the Employee Handbook for the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District that the Employee Handbook, attached hereto as **Exhibit A**, is hereby adopted and shall govern the terms, conditions, rights, benefits, and expectations associated with employment by the District as provided for therein.

APPROVED this 26 day of September 2025.


Chair

ATTEST:


Secretary

EXHIBIT A

Front Range Passenger Rail District
Resolution No. 2025-08

Employee Handbook

[See attached.]



**Front Range
Passenger Rail District**

**Employee
Handbook**

**Anticipated Adoption:
September 26, 2025**

TABLE OF CONTENTS

IMPORTANT NOTICE	5
EMPLOYMENT	7
A. Equal Employment Opportunity/Unlawful Harassment	7
B. American's With Disabilities Act (ADA)	7
C. Religious Accommodation	8
D. Pregnancy Accommodation	8
E. Sexual Harassment	8
F. Complaint Procedure	9
G. Retaliation	9
EMPLOYEE STATUS.....	10
A. Full-time Employee	10
B. Part-time Employee.....	10
C. Temporary Employee	10
D. Independent Contractor	10
E. Exempt Employee	10
F. Non-exempt Employee	11
EMPLOYEE BENEFITS.....	12
A. Benefit Plans	12
LEAVES.....	13
A. Holidays.....	13
B. Paid Time Off (PTO).....	14
C. Use of Paid Time Off (PTO).....	14
D. Accrual of Paid Time Off (PTO)	15
E. Sick Leave for Part-Time and Temporary Employees	15
F. Public Health Emergency Supplemental Leave	16
G. Domestic Abuse Leave	17
H. Bereavement Leave	17
I. Jury Duty and Witness Leave	17
J. Family and Medical Leave Act/Colorado Family Care Act.....	18
K. Medical Leave.....	18

L.	Maternity Leave	19
M.	Colorado Family and Medical Leave Insurance Program (FAMLI)	19
N.	Military Leave	20
O.	Voting	20
P.	Administrative Leave	20
Q.	Unpaid Leave	20
R.	Special Leave with Pay	21
	COMPENSATION	22
A.	Pay for Salaried, Exempt Employees	22
B.	Pay for Salaried, Non-Exempt Employees	22
C.	Pay for Non-Salaried, Non-Exempt Employees	22
D.	Overtime Pay	22
E.	Timekeeping Procedures for Non-Exempt Employees	23
F.	Work Week	23
G.	Hours of Work	23
H.	Meal and Break Periods	24
I.	Pay Periods	24
J.	Direct Deposit	25
K.	Payroll Deduction	25
L.	Wage Garnishment	25
M.	Expense Reimbursement	25
	GENERAL SAFETY RULES AND INFORMATION	27
A.	Safety	27
B.	Safety Rules	27
C.	Reporting Accidents/Workers Compensation	27
D.	Maintenance/Housekeeping	27
E.	Public Health Emergency Whistleblower Law (PHEW)	28
F.	Alcohol and Drugs	29
G.	Threats and Violence	29
H.	Weapons	30
I.	Use of District Property, Equipment and Facilities	30

WORK ENVIRONMENT	31
A. Accommodations for Nursing Mothers.....	31
B. Appearance and Attire.....	31
C. Attendance and Punctuality	31
D. Emergency Closings	31
E. Smoking.....	32
F. Confidential Information.....	32
G. Conflict of Interest	32
H. Outside Employment.....	34
I. Political Activity.....	34
J. Board Membership of Employees.....	35
K. Professional Development.....	35
L. Behavior	36
M. Employee Performance Review	36
N. Pay Adjustments.....	37
O. Corrective or Disciplinary Action	37
P. Inspections.....	37
Q. Grievances	37
R. Notice of Job Opportunities/Promotions	39
S. Layoffs.....	39
T. Personnel File	39
U. Release of Information	40
V. References	40
W. Separation of Employment.....	40
COMMUNICATION SYSTEMS.....	41
A. Computer Usage	41
B. Use of Personal Devices	41
C. Use of Social Media	42
D. Use of the Internet	43
E. Software and Copyright.....	43
F. E-Mail	44

G. External Communications	44
VIOLATIONS OF THE HANDBOOK	45
ACKNOWLEDGMENT OF RECEIPT	46

IMPORTANT NOTICE

THIS FRONT RANGE PASSENGER RAIL DISTRICT EMPLOYEE HANDBOOK ("HANDBOOK") IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE FRONT RANGE PASSENGER RAIL DISTRICT ("DISTRICT") AND PROVIDE INFORMATION ABOUT WORKING AT THE DISTRICT. THIS HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE DISTRICT'S EXPECTATIONS. THIS EDITION SUPERSEDES AND REPLACES ALL PREVIOUSLY ISSUED EDITIONS OF THE HANDBOOK AND ANY INCONSISTENT VERBAL OR WRITTEN POLICY STATEMENTS.

EMPLOYMENT WITH THE DISTRICT IS "AT-WILL." EMPLOYEES HAVE THE RIGHT TO TERMINATE THEIR EMPLOYMENT RELATIONSHIP WITH THE DISTRICT FOR ANY REASON AT ANY TIME. THE DISTRICT SIMILARLY HAS THE RIGHT TO TERMINATE AN EMPLOYEE FOR ANY REASON, WITH OR WITHOUT CAUSE, AT ANY TIME. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY THE DISTRICT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESSED OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF THE DISTRICT, OTHER THAN THE DISTRICT BOARD OF DIRECTORS ("BOARD") OR THE GENERAL MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD OR THE GENERAL MANAGER AND THE EMPLOYEE.

EXCEPT FOR THE "AT-WILL" NATURE OF THE EMPLOYMENT RELATIONSHIP, THE DISTRICT RESERVES THE RIGHT TO MODIFY, REVISE, SUSPEND OR CHANGE THE TERMS OF THIS HANDBOOK. THESE CHANGES MAY OCCUR AT ANY TIME WITH OR WITHOUT PRIOR NOTICE. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THIS EMPLOYEE HANDBOOK.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES WHO HAVE QUESTIONS SHOULD TALK WITH THEIR SUPERVISOR.

Authority of the Board of Directors

The District Board of Directors reserves the right to adopt, amend or rescind any policy, procedure, or benefit. Any modification of these policies and procedures may be made only pursuant to formal action of the Board of Directors, reflected in the official records of the Board. No employee or agent of the Board is authorized to modify these policies by agreement, practice or otherwise.

Ultimate responsibility for the operation of the District is vested in the Board of Directors. The Board retains the right to operate the District consistent with its legal authority, including, but not limited to, the right to direct the work of employees; hire, promote, demote, classify, evaluate, and retain employees in positions with the District; demote, suspend, terminate, or otherwise discipline employees; transfer, assign and schedule employees; lay off employees; determine and implement the methods, equipment, facilities, personnel, and other means by which District operations are to be conducted; take steps it deems necessary to maintain the efficiency and safety of operations; determine the budget of the District; determine the level of any activity or service provided by the District; and determine planning or staffing levels.

The Board of Directors may exercise its authority to manage the District through its supervisory employees.

EMPLOYMENT

A. Equal Employment Opportunity/Unlawful Harassment

Front Range Passenger Rail District is dedicated to the principles of equal employment opportunity, ensuring equal access and opportunity in all matters of compensation, terms, conditions, or privileges of employment. The District prohibits unlawful discrimination and harassment against applicants or employees on the basis of the following protected classes: race (including hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), sex, sexual orientation, gender identity, gender expression, color, religion, national origin, ancestry, creed, age, disability, military status, genetic information, marital status, pregnancy, childbirth and related conditions, or any other status protected by applicable federal, state or local law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including District officials, supervisors, managers, and co-workers. The District's Unlawful Harassment policy also applies to vendors, suppliers, customers, independent contractors, unpaid interns, and persons providing services pursuant to a contract.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Employees are entitled to be free of unlawful harassment, regardless of the source of such harassment.

B. American's With Disabilities Act (ADA)

The District complies with all applicable laws prohibiting discrimination in employment against qualified individuals with disabilities. Consistent with the law, the District will endeavor to make reasonable accommodation for employees who are disabled.

Employees needing such accommodation should contact their supervisor or the General Manager as soon as possible.

The District may require that an employee provide a note from a health care provider detailing the medical advisability of reasonable accommodation.

C. Religious Accommodation

The District complies with all applicable laws prohibiting discrimination in employment against individuals whose work requirements interfere with their religious belief, unless doing so posts undue hardship on the District.

These accommodations pertain to schedule changes or leave for religious observances, but also to such things as dress or grooming practices that an employee has for religious reasons.

When an employee or applicant needs accommodation for religious reasons, they should notify their supervisor or the General Manager.

An employee cannot be forced to participate (or not participate) in a religious activity as a condition of employment.

D. Pregnancy Accommodation

Employees who are otherwise qualified for a position may request reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests accommodation, the District will determine whether there is an effective, reasonable accommodation for the employee. A reasonable accommodation will be provided unless it imposes an undue hardship to the District's business operations.

The District may require that an employee provide a note from a health care provider detailing the medical advisability of reasonable accommodation. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact their supervisor or the General Manager as soon as possible.

E. Sexual Harassment

The District does not tolerate sexual harassment and inappropriate sexual conduct at the workplace. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. A non-severe, single incident may give rise to a claim.

Employees are always expected to conduct themselves in a professional and businesslike manner. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails;
- Petty slights, minor annoyances, and lack of good manners can be seen as unwanted behavior;
- Digital form such as social media posts, texts, or website comments;
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, marital status, or repeated unwanted requests for dates; or
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, intentionally blocking normal movement or interfering with work, and brushing up against another's body.

Employees are entitled to be free of unlawful sexual harassment, regardless of the source of such harassment.

F. Complaint Procedure

Employees who believe there has been a violation of the provisions set forth above should report such violation to the District in a timely manner to enable the District to investigate and, if warranted, address and correct such behavior.

The employee should report the incident to their supervisor or the General Manager. The matter will be investigated and, if warranted, the District will take corrective action. While the District does not guarantee confidentiality, the District will endeavor to keep complaints confidential to the extent practicable to do so.

Employees who are requested to provide information during an investigation are expected to participate in an honest and confidential manner. All information discussed in the course of the investigation should not be shared with other employees.

G. Retaliation

The District prohibits retaliation against any employee for filing a complaint under this policy or for assisting or participating in a complaint investigation. If an employee believes they are being retaliated against they should notify the General Manager.

EMPLOYEE STATUS

A. Full-time Employee

An employee normally scheduled to work at least 40 hours per week is considered a full-time employee. Full-time employees are eligible for District benefits.

B. Part-time Employee

An employee normally scheduled to work less than 40 hours per week is considered a part-time employee. Part-time employees are ineligible for District benefits except as required by law or otherwise provided herein.

C. Temporary Employee

An employee who is hired to serve as an interim replacement, temporarily supplement the workforce or assist in the completion of a specific project is considered a temporary or seasonal employee. Employment assignments in this category are of limited duration and the temporary or seasonal employee may be let go at any time, even before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All temporary and seasonal employees are "at-will" regardless of the anticipated duration of the assignment. Temporary employees retain that status unless and until notified in writing of a change. Temporary employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

D. Independent Contractor

Independent contractors are not employees of the District and are self-employed. An independent contractor is engaged by the District to perform a task or provide services according to the contractor's own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors are not entitled to District benefits.

E. Exempt Employee

Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

F. Non-exempt Employee

Non-exempt employees may be paid on a salaried or hourly basis depending on job duties. Non-exempt employees are eligible to receive overtime pay for overtime hours worked.

EMPLOYEE BENEFITS

A. Benefit Plans

As part of its compensation strategy, the District offers a variety of benefits for eligible employees. Employment benefits vary according to the position and status of the employee. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The District complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union.

Benefit plans offered by the District are defined in the applicable plan documents such as insurance contracts and summary plan descriptions. In the event that the information in this Handbook or other employee communication conflicts with the actual terms and conditions of coverage, the plan documents will control. Benefits described in this Handbook, including the types of benefits offered and the requirements for eligibility of coverage, may be modified or discontinued from time to time at the District's discretion as permitted by law. The District and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the District.

Employees will have an opportunity to make changes to their benefit selections during the District's annual open enrollment period. Employees who experience a qualifying life event such as marriage, divorce, birth of a child or loss of insurance through changes in a spouse's employment, will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

Information on the costs, coverages, providers and administrators will be provided during new employee orientation and during the District's annual open enrollment.

The District currently offers the following benefits:

Medical Insurance
Vision Insurance
Life Insurance

Dental Insurance
Retirement Plans 401a and 457b

LEAVES

A. Holidays

The following holidays are observed by the District:

New Year's Day
Martin Luther King Day
Washington's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Frances Xavier Cabrini Day
Veterans Day
Thanksgiving Day
Christmas Day

Full-time employees will be paid eight (8) hours at their straight-time pay rate on designated holidays. Part-time employees do not receive holiday pay unless the holiday is worked. While not encouraged, employees may need or choose to work during an observed holiday. If approved by the General Manager, the employee can flex that day, taking off another day within a 30-day period without it counting toward their PTO total.

To be eligible for holiday pay, employees must work or have scheduled PTO on the last scheduled day immediately preceding, and the first scheduled day immediately following the holiday. If an employee uses unscheduled PTO on the day preceding or following a holiday, this may be deemed as unscheduled time off.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (such as PTO), holiday pay will be provided instead of the paid time off benefit that would otherwise have been applied. Holiday pay will not be counted towards overtime.

B. Paid Time Off (PTO)

Paid Time Off ("PTO") for employees is a single pool of paid hours that may be used at the employee's discretion for personal days, vacation, medical absences, unexpected emergencies, or any other reason an employee may need. PTO may also be used for any of the following reasons in accordance with the Healthy Families and Workplaces Act (HFWA) (C.R.S. §§ 8-13.3-401 et seq.):

- An employee has a mental health or physical illness, injury, or health condition that prevents the employee from working, including the need to obtain a diagnosis, treatment or medical care for such condition.
- An employee needs to obtain preventative medical care.
- An employee has been the victim of domestic abuse, sexual assault, or harassment leading to health, relocation, legal or other services needs.
- An employee needs to care for a family member to whom any of the above-listed circumstances apply.
- In a public health emergency, a public official has closed the employee's workplace or the school or childcare facility of an employee's child.
- Bereavement, or to assist with financial or legal needs after a death of a family member.
- Due to inclement weather, power/heat/water loss, or other unexpected event, the employee must evacuate their residence, or care for a family member whose school or place of care was closed.

C. Use of Paid Time Off (PTO)

All absences not covered under another plan must be charged to PTO. PTO is not considered as hours worked for overtime purposes.

Employees are encouraged to plan and communicate their PTO as far in advance as possible to ensure coverage and address scheduling conflicts. Employees should plan time off to avoid conflicts with critical project milestones and events. There may be dates where employees may not take PTO due to critical District needs.

Employees are expected to maintain an appropriate PTO balance for use in unexpected emergencies. The rates of PTO accrual exceed the paid leave requirements of the HFWA.

D. Accrual of Paid Time Off (PTO)

Full-time employees accrue PTO as follows:

Hours Accrued Per Hour	Hours Accrued Per Pay Period	Hours Accrued Per Year	Days Accrued Per Year	Max Hours Accrued
.0846	14.67	176	22	216

Employees who are not classified by the employer as full-time are ineligible to earn or receive any PTO benefits.

The maximum PTO that an employee can accrue is shown in the chart. Once an employee reaches the maximum accrual, the employee ceases accruing additional PTO. If the employee later uses enough PTO to fall below the maximum, the employee starts accruing PTO again from that date forward until reaching the maximum accrual limit.

It is the employee's responsibility to manage their accrued PTO balance. Employees are encouraged to maintain a positive PTO balance to provide compensation in the event of an unforeseen absence. A negative PTO balance will only be permitted under rare, emergent circumstances.

Upon separation of employment, employees receive pay for earned, unused PTO at their regular hourly rate equivalent.

E. Sick Leave for Part-Time and Temporary Employees

In accordance with Colorado law, all Part-Time and Temporary Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ("accrued leave") up to forty-eight (48) hours per year. This accrual shall begin on the first day of employment. Unused accrued leave can be carried over from year to year, however, the maximum amount of accrued leave that can be used in any year is forty-eight (48) hours. Use of accrued leave must be taken in not less than one (1) hour increments. Notice of the use of accrued leave must be given as soon as practicable and in advance when the need for leave is foreseeable, such as for a medical appointment scheduled in advance. Accrued but unused leave will NOT be paid out upon termination of employment.

Accrued leave may be taken for the following reasons:

- Mental health or physical illness, injury, or health condition that prevents the employee from working, including the need to obtain a diagnosis, treatment or medical care for such condition.
- Obtaining preventative medical care or medical diagnosis/care/treatment.
- An employee who has been the victim of domestic abuse, sexual assault, or harassment leading to health, relocation, legal or other service's needs.
- Needs due to care for a family member to whom any of the above-listed circumstances apply.
- A public health emergency, a public official has closed the employee's workplace or the school or childcare facility of an employee's child.
- Bereavement, or financial/legal needs after a death of a family member.
- Needs due to inclement weather, power/heat/water loss, or other unexpected event, if the employee must evacuate their residence or care for a family member whose school or place of care was closed.

F. Public Health Emergency Supplemental Leave

All full-time employees' accrued PTO and all part-time and temporary employees' accrued Paid Sick Leave shall be supplemented, if necessary, during a Public Health Emergency ("PHE") as defined in Colorado Revised Statute Section 8-13.3-402(9) so that each employee can take leave during a defined PHE in the following amounts:

1. For employees normally working 40 or more hours in a week, 80 hours of total leave; and
2. For employees normally working under 40 hours in a week, the greater of the number of hours the employee (a) is scheduled for work or paid leave in the upcoming fourteen-day period, or (b) actually worked on average in the fourteen days before the declaration of the public health emergency.

Employees may use this supplemental leave immediately upon the declaration of the PHE, until four weeks after the end of the PHE, for the following purposes:

1. Needing to self-isolate due to either being diagnosed with or having symptoms of a communicable illness that is the cause of the PHE;
2. Seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
3. Being excluded from work by a government health official, or by an employer, due to the employee having exposure to, or symptoms of, such

an illness (whether actually diagnosed with the illness);

4. Being unable to work due to a health condition that may increase susceptibility or risk of such an illness; or
5. Caring for a child or other family member in category 1., 2., or 3., or whose school, childcare provider, or other care provider is unavailable, closed, or providing remote instruction due to the emergency.

G. Domestic Abuse Leave

An employee is eligible for a paid leave of absence of up to three (3) working days in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse. Please see the General Manager if you need such leave or for more information.

H. Bereavement Leave

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

If more time off is needed than provided above, full-time employees may use PTO. Part-time and Temporary employees may use accrued Sick Time for the purpose of bereavement.

Bereavement leave will not be considered as time worked for overtime purposes.

I. Jury Duty and Witness Leave

The District recognizes jury duty as everyone's civic responsibility. When an employee is summoned for jury duty, the District shall provide leave to allow the employee to perform their duty as a juror. When an employee receives the summons, the employee should promptly bring the summons to the employee's supervisor.

Employees shall receive regular pay for the first three (3) days of jury duty if the employee was scheduled to work during such time and the employee provides confirmation of the juror service. Employees who work 40 hours a week will receive 8 hours of pay per day. Employees who work less than 40 hours per week will receive pay pro-rated based on the number of hours they are normally scheduled to work in a week.

Beginning the fourth day and thereafter, jurors are paid jury duty pay by the State of Colorado for state, district, or county court jury duty. For jury duty more than three (3) days, District employees will receive the difference between jury duty pay and their regular pay up to a maximum of ten days (80 hours). Jury duty beyond this time is without pay from the District. However, employees may PTO after 80 hours.

If the employee is excused from jury duty during their regular work hours, he or she is expected to report to work promptly.

An employee who is subpoenaed as a witness in a non-District matter may take unpaid time off to testify or use accrued PTO for time missed from work. If an employee is subpoenaed as a witness in an official capacity as a District employee, the approved preparation, court and travel time is computed and compensated as hours worked. A copy of the subpoena may be requested for the employee's request for leave.

J. Family and Medical Leave Act/Colorado Family Care Act

To be eligible for leave under the Family and Medical Leave Act or Colorado Family Care Act, employees must work at a worksite with at least fifty (50) employees at the work site or within seventy-five (75) miles. Because the District does not have 50 employees within a 75-mile radius, employees are not eligible to take FMLA leave or Colorado Family Care Act leave.

K. Medical Leave

Full-Time and part-time employees may be provided a medical leave of absence to be used in a block of time, in limited circumstances. Such a leave would include time off for an employee's illness, pregnancy-related disability, child birth, or an employee's injury, whether on or off the job.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed 6 months of employment with the District.
- The employee notifies the immediate supervisor as soon as possible of the need for the medical leave.
- The employee submits to the supervisor a written statement from a medical provider outlining the reason for leave and the estimated time needed. (The District may require the employee to obtain an opinion from a medical provider selected by the District.)

- Approvals are obtained from the immediate supervisor and General Manager prior to the leave.

All available Paid Time Off (PTO) and Sick Leave must be used at the beginning of the medical leave of absence. Medical Leaves, and any extension of leaves, will generally be limited to no longer than eight calendar weeks. An employee who is ready to return to work from leave should present a medical provider's statement indicating their ability to return to work. If an employee is unable to return to work at the end of the Medical Leave, the employee may be entitled to additional accommodations under the Americans with Disabilities Act or other law.

The employee must supply sufficient information from their medical provider indicating that they have a covered disability and when the employee will be able to return to work with or without reasonable accommodation. Any accommodation must not result in undue hardship to the District. Potential accommodations will be determined in an interactive process between the employee and the District. Because of the nature of the District's business, it may not be able to hold the employee's position open during leave. In the event their job is filled, the employee will be considered along with other candidates for any vacant position for which they are qualified. The District currently continues health insurance benefits for a full-time employee on leave for a maximum of twelve weeks. Vacation and sick leave will not accrue during a medical leave of absence. Holiday, bereavement, and jury duty pay will not be granted during the leave.

L. Maternity Leave

Childbirth and disabling conditions arising from pregnancy are regarded by the District in the same manner as any other physical condition or disability. Because it can reasonably be expected that pregnancy will necessitate an employee's absence from work at some point in time, employees are expected to notify their supervisor when pregnancies become known.

M. Colorado Family and Medical Leave Insurance Program (FAMLI)

The District has opted to participate in the Colorado FAMLI Program and contributes to the program via payroll taxes. Information on the FAMLI Program may be found at <https://famli.colorado.gov/>. The FAMLI Division can be reached at:

Colorado Department of Labor and Employment
FAMLI Division
633 17th Street, Suite 201

Denver, Colorado 80202-3660
(303) 318-8000

N. Military Leave

Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of pay, benefits or status for up to fifteen (15) days each calendar year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave may use accrued PTO while on assignment. The employee's eligibility for reinstatement after duty or training is complete will be determined in accordance with state and federal law.

O. Voting

The District encourages employees to exercise their voting rights in all municipal, state, and federal elections. Employees who: (i) are registered voters, (ii) lack nonwork hours to vote when polls are open and (iii) are not able to vote either before or after work may take up to two hours off work with pay at a time decided by their supervisor, which time will generally be either at the beginning or end of their shift. Employees shall coordinate such time off with their supervisor before election day.

P. 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.

Q. Unpaid Leave

Under circumstances where employees are not eligible for paid leave, they may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion. Unpaid leave shall not be granted for more than three (3) months but may be renewed by the District upon its expiration. (Employees must use all accrued PTO for such leave, the remainder of which will be unpaid.)

Employees shall not accrue leave (PTO or sick time) while on unpaid leave. Employees on unpaid leave may be eligible to receive group insurance benefits upon acceptance by the District's insurance carrier and their timely payment of appropriate premiums.

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

R. Special Leave with Pay

The General Manager may grant special leave with pay for regular, full-time employees to attend work related conferences, meetings, training programs, schools or other events that promote the District's interest.

COMPENSATION

A. Pay for Salaried, Exempt Employees

Exempt employees are paid on a salary basis. Exempt employees will regularly receive a predetermined amount of compensation each pay period. Exempt employees are not eligible for overtime pay. At the end of each pay period, exempt employees are required to report their PTO time used.

B. Pay for Salaried, Non-Exempt Employees

Salaried, non-exempt employees will regularly receive a predetermined amount of compensation each pay period, but also qualify for overtime pay for all hours worked more than 40 hours per workweek. Salaried, non-exempt employees are eligible for paid overtime at one and a half (1.5) times the employee's straight-time pay rate for all hours worked more than 40 hours per workweek. Salaried, non-exempt employees are required to log their hours daily.

C. Pay for Non-Salaried, Non-Exempt Employees

Non-salaried, non-exempt employees (part-time and temporary employees) are paid on an hourly basis. Non-salaried, non-exempt employees are eligible for paid overtime at one and a half (1.5) times their regular rate of pay for all hours worked more than 40 hours per workweek. Non-salaried, non-exempt employees are required to log their hours daily.

D. Overtime Pay

The District may require employees to work overtime.

Non-Exempt Employees

Non-Exempt employees who are not exempt from the Fair Labor Standards Act shall receive overtime compensation for hours worked more than forty (40) hours during the workweek. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

Non-exempt employees who work more than forty (40) hours in a work week shall be paid one and one half (1½) times their regular rate of pay as determined by the District pay schedule for hours worked over forty (40), unless compensatory time is provided for the overtime worked. When a holiday falls within the workweek, holiday, annual, sick and comp hours used during that week shall be counted as hours worked for the

purpose of computing overtime compensation for more than forty (40) hours worked within the holiday workweek.

Exempt Employees

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

E. Timekeeping Procedures for Non-Exempt Employees

Non-exempt employees are responsible for accurately recording their hours worked, sick leave, PTO, holidays, leaves of absence, and other time off, whether paid or unpaid, on their time sheet. It is essential that this information be accurate. All time sheets must be submitted to the supervisor for approval and payment processing.

F. Work Week

The established workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday. For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., sick, PTO, and holiday pay are not counted.

The regular work week shall be forty (40) hours for all non-exempt employees, ordinarily to be worked in five (5) consecutive eight-hour shifts, unless otherwise specified.

G. Hours of Work

Employees are expected to work from 8:30 a.m. to 5:00 p.m., Monday through Friday for 40 hours per week, with one-half (1/2) hour provided for lunch.

Employees are expected to communicate their schedule to the team consistently in a manner that promotes clear understanding of the variety of meetings they are attending as part of their job duties.

Employee Office 365 calendars will be shared internally; employees are responsible for keeping calendars updated.

Core Hours

Employees need to be available for calls, meetings, and other forms of communication between 9 a.m. and 4:30 p.m. Employees are expected to let the appropriate staff know if their availability is limited so that District business is not impacted.

Remote Work and Hybrid Work

The District maintains office space to facilitate team engagement and productivity. Generally speaking, all staff are asked to work from the office on Tuesdays and Thursdays. (Designated days are subject to change.) District leadership will strive to schedule work sessions and team meetings on Tuesdays and Thursdays. Employees must inform their Supervisor if they do not plan to be in the office on Tuesday or Thursday

H. Meal and Break Periods

Supervisors will schedule non-exempt employees' lunch and break periods. Non-exempt employees should not take lunch at their workstation or desk or perform any work during their lunch break. If business activity or other circumstances exist that make an uninterrupted meal break impractical, the employee will be allowed to consume an on-duty meal without any loss of time or compensation. Employees must comply with all applicable timekeeping requirements, including recording the beginning and end time of their meal breaks.

The District encourages employees to take a compensated fifteen-minute rest period for every four (4) hours of work, although this is not required.

I. Pay Periods

Non-exempt and exempt employees are paid on the first of the month via direct deposit. During months when the first falls on a weekend, employees are paid the Friday before. For salaried employees, the monthly pay is based on the annual salary amount divided by the 12 pay periods of the calendar year.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, and individual savings plans may be arranged through the General Manager.

Employees should contact the General Manager with any questions about how their pay is calculated and provide prompt notification of any purported mistakes in their time records or pay.

J. Direct Deposit

The District pays employees via direct deposit into their designated savings and/or checking accounts. Upon joining the District, employees will receive an email to set up their payroll portal. Pay statements are viewable through the portal.

K. Payroll Deduction

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: federal and state income tax withholding, Medicare, and other items designated by the employee or required by law (including a valid court order). An employee may adjust federal and state income tax withholding by completing the proper federal or state form and submitting it to the General Manager. If an employee believes an improper deduction has been made to their salary, they should immediately report this information to the General Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed.

On or before January 31st of each calendar year, an employee will be provided a Wage and Tax Statement (W-2) form for the prior year. This statement summarizes the employee's income and deductions for the prior year.

L. Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the District receives legal papers ordering a garnishment, the District is required by law to make deductions from an employee's paycheck until the District withholds the full amount or receives legal papers from the court to stop the garnishment. Even if an employee has already paid the debt, the District may be required to continue garnishing wages until the District receives legal notification to stop the garnishment.

M. Expense Reimbursement

The District reimburses employees for reasonable and necessary expenses incurred during District business, provided such expenses have been authorized in advance or are determined by the District, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will ordinarily be required to document those expenses.

The District shall reimburse employees for use of their personal vehicles on District business per the current IRS rate schedule.

All requests for reimbursement of expenses shall be submitted in writing to the General Manager. The District reserves the right to limit the amount it reimburses employees if the expense is deemed unreasonable or unnecessary. (Please refer to District's Employee Expense Reimbursement Policy for additional information.)

GENERAL SAFETY RULES AND INFORMATION

A. Safety

It is the responsibility of each employee to learn and observe all applicable safety practices, guidelines, directives, or procedures. Report any unsafe practices and conditions to your supervisor so corrective action can be taken. Violation of safety practices, guidelines, directives, or procedures will not be tolerated.

B. Safety Rules

The District has safety rules with which employees are expected to comply. (See Front Range Passenger Rail District Safety Manual) These rules are not exclusive; employees are expected to do their jobs in a reasonable and safe manner whether specific safety rules apply. It is the responsibility of each employee to read and understand all District safety rules. Disobeying a safety rule may result in disciplinary action up to and including discharge.

C. Reporting Accidents/Workers Compensation

Any employment-related accident involving any injury or property damage whatsoever must be reported to the immediate supervisor of each employee involved in or witnessing the accident. Such report shall be made at the earliest practicable time and no later than 10 days. The District wants to provide employees with prompt medical treatment from one of its designated physicians. Treatment for on-the-job injuries must be obtained from one of these physicians or else the employee may be responsible for the cost of medical treatment. Failure to report promptly any accident involving injury or property damage will not be tolerated.

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

D. Maintenance/Housekeeping

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

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

E. Public Health Emergency Whistleblower Law (PHEW)

The District will not discriminate, take adverse action, or retaliate against any employee based on the employee, in good faith, raising any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety to the District, other workers, a government agency or the public if the District controls the workplace conditions giving rise to the threat or violation.

The District will not require or attempt to require an employee to sign a contract or other agreement that would limit or prevent the employee from disclosing information about workplace health and safety practices or hazards or to otherwise abide by a workplace policy that would limit or prevent such disclosures.

The District will not discriminate, take adverse action, or retaliate against an employee based on the employee voluntarily wearing the employee's own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the personal protective equipment:

1. Provides a higher level of protection than the equipment provided by the District;
2. Is recommended by a federal, state, or local public health agency with jurisdiction over the District; and
3. Does not render the employee incapable of performing their job or prevent an employee from fulfilling their duties.

The District will not discriminate, take adverse action, or retaliate against an employee based on the employee opposing any practice he or she reasonably believes is unlawful under PHEW or for making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the employee reasonably believes to be unlawful under PHEW.

Without limiting an employee's rights under PHEW, an employee shall send a written notice of their complaint to the General Manager. The District will thereafter investigate and, if appropriate, address each such safety concern.

For purposes of this section, an "employee" may include an independent contractor as provided in PHEW.

F. Alcohol and Drugs

The District strictly prohibits the purchase, manufacture, distribution, consumption, or possession on District premises of alcoholic beverages of any kind, marijuana, and illegal drugs. Alert and rational behavior are required for the safe and adequate performance of job duties. Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely.

No employee is permitted to report for duty while impaired by or under the influence of alcohol, marijuana, or drugs to the slightest degree. Incoherent speech, irrational behavior, and unstable movements, uncharacteristic of the employee, may signal an employee's inability to perform their job safely and may be called into question by District management. Any employee who reports to work and appears to be impaired by or under the influence of alcohol, marijuana, or drugs shall be relieved of his or her duties immediately without pay for a length of time to be determined by District management. The District reserves the right to request employees who are suspected of being impaired, to submit to alcohol and drug testing (including testing for marijuana). Any violation of this guideline or refusal to submit to alcohol and drug testing (including testing for marijuana) when requested will subject an employee to discipline, up to and including immediate discharge.

Any employee who is convicted or pleads no contest under any criminal drug statute regarding a violation occurring on the job or in the workplace shall notify the District in writing of the conviction or plea within five days. Failure to notify the District may result in disciplinary termination of employment.

G. Threats and Violence

The District's goal is to maintain a workplace free from violence or threats of violence. Any threatening or inappropriate action will not be tolerated. This includes, but is not limited to, physical and/or verbal intimidating or threatening behavior, threats of violence, violent conduct, fighting, physical mistreatment, vandalism, sabotage, arson, use of weapons, bullying, the use of vulgar or abusive language, horseplay, practical jokes and/or any similar act or conduct that may intimidate or endanger others or cause damage to property.

The use of District property, such as computers, networks, telephones, email and/or an employee's personal telephone or computer while on-site, in a threatening or inappropriate way is also prohibited.

If any employee feels that he or she has been subjected to violence, threats of violence or inappropriate action, the employee should promptly report the incident to the employee's supervisor or the General Manager. An employee should also report the incident to law enforcement authorities if the employee believes there is a serious threat to the safety and health of themselves or others. Retaliation for making a complaint or participating in the investigation of a complaint will not be tolerated.

H. Weapons

To ensure a workplace is safe and free of violence and/or intimidation, the District prohibits the possession or use of firearms and other life-threatening weapons on District property to the fullest extent allowed by law.

I. Use of District Property, Equipment and Facilities

All full-time employees are provided with a company laptop. Employees are responsible for the physical care and security of their laptop including maintaining laptop performance. Maintenance responsibilities include ensuring that anti-virus software is running and that all laptop updates are completed regularly in accordance with prompts from the designated IT contractor. Any problems related to company-issued laptops should be reported to the Chief of Staff. All electronic files must be saved on employees' OneDrive folders or SharePoint files. All Front Range Passenger Rail District work is expected to be carried out on company-provided computers.

The District recognizes that a hybrid work environment involves using some personal furniture/supplies. Requests for additional or replacement office supplies/furniture should be submitted to the General Manager for approval on a case-by-case basis.

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

WORK ENVIRONMENT

A. Accommodations for Nursing Mothers

The District will allow an employee to use paid break time and/or mealtime to express breast milk for her nursing child for up to two (2) years after the child's birth.

The District will make reasonable efforts to provide a room or other location near the mother's work area with electricity to enable the employee to use a breast pump, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee to express breast milk. For information on where the nearest accommodation is located, contact the General Manager.

B. Appearance and Attire

An employee's appearance should be consistent with good hygiene, safety, and appropriate attire for the employee's specific job.

C. Attendance and Punctuality

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and report promptly for work in accordance with shift schedules.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Leaving messages with other employees is not acceptable.

D. Emergency Closings

On rare occasions, the District may close the office for the day, delay the opening of the office, or close early. This will be determined by the General Manager and will be made in consultation with others as necessary. While occasionally this decision will be made the night before, in most cases it will be made on the morning of a weather event. Every attempt will be made to get word to employees by 6:00 a.m. via text or phone call, although in some instances it may be later. Please discuss with your supervisor how that message will be disseminated to you.

Certain key employees may be required to report to work, work from home, or work from another location to provide critical services during the closure. The General Manager will determine who may be required to work onsite depending on the situation and issues with the office.

E. Smoking

It is our objective to provide a smoke-free environment within the District. Smoking, including e-cigarettes, vapes, chewing tobacco, and all other tobacco products is limited break periods and prohibited within all areas of the office building and 15 feet of the main entrance into the office building. Employees may smoke in designated outdoor areas; however, smoking, e-cigarettes, vapes, chewing tobacco, and all other tobacco products are prohibited on customers' property.

F. Confidential Information

Employees may have access to confidential information about the District, the District's contractors, or the District's citizens. Confidential information includes, but is not limited to:

- Information related to Members of the Public and/or Stakeholders
- Personal employee information
- Strategic marketing plans
- District directories of employee data
- Pending projects and proposals
- Proprietary information
- Research and development strategies
- Financial and payroll information

Disclosure of confidential information is prohibited, during and after an employee's employment. An employee shall not copy, reproduce, or distribute confidential information in any manner without the prior written authorization of the General Manager. Confidential information remains the property of the District and must be returned to the District upon separation of employment or at any time upon demand.

G. Conflict of Interest

The District expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests. Employees are expected to avoid situations involving an actual or potential conflict between the employee's personal interests and the interests of the District. Both the facts and the appearance of conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor for clarification.

In addition, some designated District employees must annually report on their investments, business positions, real property and/or sources of income, which may be related to decision making authority in their job responsibilities.

Acceptance of Gifts

No employee may solicit or accept gifts of significant value (in excess of \$75.00), lavish entertainment, or other benefits from any customers, suppliers, contractors, vendors or any person doing or seeking to do business with the District.

Contractors, Suppliers, and Vendors

The District contracts with a wide array of consultants and vendors for services. Some of these outside services are on a continual basis (accounting, IT) whereas others are on an as-needed basis (public relations, event facilitation, grant writing, etc.). All procurement and contracting is subject to the District's Procurement and Purchasing Policy. The General Manager must sign all consultant and vendor contracts. Employees should work with the General Manager before entering into contracts. The District must have an invoice to pay vendors. All invoices and receipts must be submitted to the Operations Specialist for record keeping.

As in all other facets of their duties, associates dealing with ~~customers~~, suppliers, contractors, vendors or any person doing or seeking to do business with the District are to act in the best interest of the District.

An employee shall make prompt and full disclosure in writing to their supervisor of any potential situation which may involve a conflict of interest.

Personal Relationships in the Workplace/Nepotism

The District may hire spouses or relatives of current District employees who are qualified for certain jobs. For purpose of this section, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, such as parties to civil unions. Should a spouse or relative be hired or should an employee marry another employee, the following guidelines apply:

- A spouse or relative may not directly or indirectly supervise or be supervised by the other spouse or relative.
- A spouse or relative may not be hired for a position that audits, verifies, receives, or is entrusted with monies received or handled by the other spouse or relative.
- Neither spouse nor a relative may work in a department that handles confidential matters including payroll and personnel records of the other spouse or relative.

Supervisors may not have a dating relationship with anyone that they supervise. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual relationship.

If a relative relationship or an interest in a dating relationship is established after both supervisor and employee are hired, the individuals should notify the General Manager. The individuals may be given the opportunity to transfer to another available position for which the employee is qualified, if one is available.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Employees in a close personal relationship should refrain from public or private workplace displays of affection, arguments or excessive personal conversation.

H. Outside Employment

Any employee of the District who wishes to engage in outside employment shall notify his or her immediate supervisor prior to accepting such employment.

No District employee shall engage in outside employment which interferes with the proper and effective performance of his or her duties or attendance requirements, including overtime work, or that results in a conflict of interest. Requirements of employment with the District shall have priority over any requirements of outside employment.

I. Political Activity

Any District employee has the right as a citizen to participate fully in the political process. No District employee, however, shall campaign for any candidate or cause on District time or using District resources. No District employee shall publicly campaign for any candidate or cause while wearing a name badge, apparel or any other adornment with the District logo.

In accordance with the Protections for Public Workers Act C.R.S. 29-33-101 ("Act") employees may speak out on issues of public concern and fully participate in the political process while off duty and not in uniform including;

- Discuss or express the employee's views regarding public employee representation, workplace issues, or the rights granted to employees under the Act,

- Engage in protected, concerted activity for the purpose of mutual aid or protection,
- Speak with members of the District's Board of Directors on terms and conditions of employment and any matter of public concern and engaging in other political activities in the same manner as other citizens of Colorado without discrimination, intimidation, or retaliation; and
- Organize, form, join, or assist an employee organization or refrain from forming, joining, or assisting an employee organization.

J. Board Membership of Employees

Where an employee of the District is elected to the Board of Directors, he or she must resign his or her employment with the District. Failure to do so shall result in termination of employment.

K. Professional Development

The District encourages employees to build skills and develop strong peer relationships, both locally and nationally. Enhancing knowledge and skills and networking with other professionals enables employees to stay on top of best practices in their fields and to advance the work of the District.

As the District grows its in-house staff, the District seeks to identify local and national organizations where the District should have employee participation, and to determine which employees should be the primary contact for each organization. Examples include: AASHTO, APA, APTA, Council on Rail Transportation, State-Amtrak Intercity Passenger Rail Committee, TRB, WTS, Metro Mayors Caucus, etc.

Association Memberships

The District may cover the cost of one professional membership per employee annually. Approval of memberships will be based on the overall value memberships provide and the District's budget. The General Manager reserves the right to determine which association memberships are in the best interests of the District.

Workshops and Conferences

The District may pay for the cost of workshops, conferences, seminars, annual memberships or other relevant training opportunities. Employees should discuss

professional development goals with their supervisor and identify the most appropriate opportunities. In some cases, the General Manager may request employees complete specific training to advance their current work.

Please note that requests under this policy are subject to annual company budgets and internal/external work limitations.

L. Behavior

The following behavior is prohibited while working for the District:

- Dishonesty;
- Falsification of District records;
- Unauthorized use or possession of property that belongs to the District, a coworker, or of the public;
- Off-duty conduct which affects job performance, impairs working relationships or has a negative impact on the District's ability to perform its functions;
- Possession or control of illegal drugs, explosives, or other dangerous or unauthorized materials;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties or failure to comply with the District's health, safety or other rules;
- Unauthorized or careless use of the District's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment, discrimination or bullying;
- Unauthorized use or disclosure of the District's confidential information; and
- A violation of any District policy.

The foregoing list is not intended to be a comprehensive or limit the District's right to prohibit and/or impose discipline for any other conduct it deems inappropriate.

M. Employee Performance Review

Generally, the District endeavors to conduct performance reviews annually. The review process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance and provide a basis for pay raises, if any. The review process is not meant to serve as a substitute for

ongoing discussions between supervisors and employees. Each written review shall become a part of the employee's personnel record.

N. Pay Adjustments

The District recognizes the importance of living wages and strives to provide employees with a level of compensation commensurate with experience and skills. All pay adjustments are dependent upon District annual budgets and approval of the General Manager. An employee may be considered for a pay adjustment following their annual review.

O. Corrective or Disciplinary Action

District employees are expected to competently perform all duties associated with their employment. If performance falls short of the District's standards or expectations, the District may take the corrective or disciplinary action that it deems appropriate.

The District does not have a progressive discipline policy. Without limiting the District's right to undertake whatever action it deems appropriate, corrective actions may range from a discussion with the employee about the matter to immediate discharge. Action taken by the District in an individual case does not establish a precedent in other cases or circumstances.

P. Inspections

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

Q. Grievances

The District has established a grievance procedure which is available to any non-supervisory employee for the resolution of complaints, disputes, or concerns regarding the interpretation or application of District guidelines. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure. This procedure is not to be utilized for matters pertaining to discipline, performance evaluations, or separation from employment.

Purpose of Grievance Procedure

The grievance procedure is intended to provide a formal process for the resolution of grievances. It is not, however, intended to be a substitute for healthy and appropriate communication between employees and supervisors, nor is it intended that the grievance procedure be used to harass supervisors or interfere with the operations of the District. Before the grievance procedure is started, employees should attempt to resolve disputes, complaints, and concerns with their immediate supervisors by discussing such matters informally.

Grievance Procedure

The grievance procedure shall consist of the following steps:

Step 1. An employee may present a written complaint to his or her immediate supervisor setting forth the subject of the grievance and requesting consideration pursuant to this procedure. The employee and the supervisor shall confer on the matter and the supervisor shall respond to the complaint, orally or in writing, within five (5) working days. A supervisor shall advise the General Manager of the grievance.

Step 2. If the grievance is not resolved at Step 1, the employee may, within five (5) working days of the supervisor's response, request in writing that a meeting be held between the employee and General Manager. Such a request shall also specify the nature of the grievance. The employee and General Manager shall meet as soon as is practicable thereafter and the General Manager shall respond to the grievance in writing within five (5) working days of that meeting, circumstances permitting.

Step 3. If the grievance is not resolved at Step 2, the employee may, within five (5) working days after receiving the Step 2 response, request in writing that a meeting be held between the employee and the Chair of the District Board of Directors. The employee and Chair of the District Board of Directors shall meet as soon as is practicable and the Chair of the District Board of Directors shall respond to the grievance within five (5) working days, circumstances permitting. The decision of the President of the Board of Directors shall be final.

Any grievance not pursued to the next step within the time specified will be considered resolved. The time limits for taking any action under this guideline may be extended by agreement. The failure of any District supervisor to respond to a grievance within the time limits specified in this guideline or agreed upon should be reported to the General Manager. An employee filing a grievance shall have the sole right to determine whether to pursue a grievance from one step to the next.

R. Notice of Job Opportunities/Promotions

The District supports promotions from within whenever practicable. Positions are posted at the time of opening, allowing employees time to express their interest in the job and to be considered. In considering an employee for promotion, the District will consider the following factors including but not limited to: the individual's experience, training, certifications, work-related background, attendance, and length of service in their current position. The District may consider a lateral transfer if it may broaden an employee's range of experience.

S. Layoffs

The District reserves the right to lay off employees for reasons of efficiency, economy, lack of work, or for other reasons the District deems sufficient. Employees who are laid off may be eligible for re-employment but shall not have preferential rights to re-employment.

T. Personnel File

The District maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the District and may not be removed from District premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. As permitted by law, the District will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact the General Manager to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an existing or former employee may review their personnel file in the presence of an individual responsible for file maintenance and may request, in writing, copies of any documents in their personnel file.

Employees should immediately notify the General Manager when they have had a change to their name, residence, telephone, marital status, birth or death of a dependent, insurance changes, tax exemptions, or emergency contact.

If an employee has applied for a promotional opportunity within the District and provides written consent, the hiring manager may review the employee's personnel file.

U. Release of Information

Personnel records are considered confidential subject to statutory requirements. Employees may authorize the release of specified personnel records by executing a written request designating the record(s) to be released and the person or entity to which they may be released. No personal information on past or present District employees shall be provided by the District via telephone inquiries, except to confirm or deny information presented by a third party. Responses to requests by mail shall be limited to confirmation of documented information provided by a third party, unless such requests for information are accompanied by an authorization to release the information requested, signed by the employee. A copy of any written information sent to a third party concerning a former or current employee shall also be sent to the last known address of the employee.

V. References

The District does not furnish open letters of recommendation addressed "To Whom It May Concern."

If a District employee receives a call inquiring about a former or current employee, the employee shall refer the caller to the General Manager. Only the General Manager has the authority to respond to such inquiries. The District will provide only the former or present employee's dates of employment and position(s) held with the District. Additional employment information will only be given when a signed request to release has been received by the General Manager.

Compensation information on employees may also be verified if written authorization is provided by the employee. These should be directed to the General Manager.

W. Separation of Employment

The District requests that employees who desire to terminate their employment relationship with the District provide advanced written notice to their supervisor containing their anticipated departure date. If notice is provided, the District will have an opportunity, among other matters, to go over the "check out" procedures (conversion of insurance, return of property, future address to send annual W-2, where to send final paycheck if the banking information has changed, and so forth) prior to separation.

COMMUNICATION SYSTEMS

A. Computer Usage

The District's communication systems are property of the District and intended for business use only. The District maintains the ability to access any computer files, use of software, Internet usage, e-mail, and voice mail. Although employees may select individual passwords, employees should not assume that such files are confidential. Other than authorized personnel acting on behalf of the District, employees should not attempt to gain access to another employee's computer, Internet files, e-mail, or voice mail without the latter's written permission.

The District's computer network, access to the Internet, e-mail, telephone and voice mail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the District. All information regarding access to the District's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential District information and may not be disclosed unless otherwise authorized by the General Manager in writing.

All computer files, documents, and software created or stored on the District's computer systems, re subject to review and inspection at any time. This includes web-based email that an employee can access through District systems, whether password protected or not. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Upon separation of employment, all District-issued communication equipment, shall be returned to the District.

B. Use of Personal Devices

The District aims to balance employee privacy with the need to protect sensitive data, ensure compliance with the Colorado Open Records Act (CORA), and maintain cybersecurity. This applies to all employees, contractors, and volunteers who use personal devices, such as; smartphones, tablets, and laptops to access or store District information, including but not limited to:

- Email and other communication tools
- File storage and document sharing platforms
- District-related applications and software

Acceptable Use - Employees may use personal devices for work purposes under the following conditions:

- Devices must be secured with a passcode or biometric authentication.
- Employees must ensure all work-related data is stored in district-approved applications.
- Personal use of district systems should be minimized.

Security & Compliance

- Employees must not store confidential or sensitive district data directly on their personal devices.
- District email and files should only be accessed through approved, secure portals.
- In case of a lost or stolen device, the employee must report it immediately to the General Manager.

Public Records & Inspection

- Any work-related communications (e.g., emails, text messages, documents) may be subject to disclosure under CORA.
- Employees acknowledge that if a request for public records includes communications stored on their personal devices, they may be required to provide access to those specific records.
- The district will not conduct general searches of an employee's personal device but may require an employee to retrieve and provide work-related records upon request.

Employee Responsibilities

- Ensure that personal devices comply with district security policies.
- Do not download or store district information in unapproved third-party applications.
- Immediately notify the General Manager of any suspected data breaches.

District Rights

- The district reserves the right to revoke access to work-related systems on personal devices at any time.
- In case of a security breach or legal requirement, employees may be asked to provide work-related data stored on their devices.

C. Use of Social Media

The District reminds employees to use common sense when using social media to express ideas related to the District, other team members, or their position with the District. The District's EEO/Anti-Harassment Policy extends to social media.

Personal use of social media is never permitted by means of the District's computers, District-issued mobile devices, networks, and other IT resources and communications systems, except as otherwise provided herein.

While some personal social media interaction is permitted on an employee's own personal device during working time, it is to be kept to a minimum. Personal social media interaction should be brief and sent or received as seldom as possible.

All social media postings on behalf of the District must be preapproved in writing by the General Manager or Manager's designee. All such postings must comply with all applicable laws including copyright and fair use laws.

Employees must not disclose any proprietary, confidential, or financial information about the District. Employees are prohibited from doing any of the following on social media:

- Disclosing confidential information regarding the District or people relying on the District services.
- Making defamatory, discriminatory, or threatening comments about the District, District officials, employees or vendors providing services for the District related to such services.
- Complaints should not be addressed through social media.

Nothing in this guideline is meant to interfere with an employee's rights under the law to engage in protected speech.

D. Use of the Internet

Employees may access information through the Internet to perform their job duties. Employees shall not use the Internet for personal purposes when employees are working, except that employees may stream music while they work as long as it is not disrupting business operations or creating an unwelcoming or disruptive environment to others.

In all circumstances, the District prohibits the display, transmittal, or downloading of material that is in violation of District guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or unlawful.

E. Software and Copyright

Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees shall comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers.

If an employee has any question whether their behavior might constitute unauthorized use, they should contact their supervisor before engaging in such conduct.

F. E-Mail

E-mail from District computers is to be used for business purposes only. The District prohibits the use of District computers to: (i) display, transmit, or download material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time and (ii) solicit, promote, or advertise any outside organization, product, or service. The District may monitor e-mail and text messages from time to time.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

G. External Communications

The District does not pay for employee phones nor is there an office/work number. Employees' cell phones are on email signatures and business cards. If an employee is not comfortable using their personal cell phone number, arrangements can be made with the District's Operations Specialist to set up a free or low-cost phone service that establishes a separate phone number that directs calls and messages to employee phones.

The District has document and presentation templates, a writing style guide and a brand guide. Employees are expected to utilize these tools and maintain writing and brand consistency.

Externally, the District maintains LinkedIn, Facebook, Instagram and YouTube accounts, a SharePoint file sharing site specifically for Board Directors and a public-facing website. Employees are encouraged to provide recommendations for things to share, promote and update through these channels. Such recommendations should be directed to the District's Director of Communications and Outreach.

At times, District staff and Board members may receive questions from the media. All requests should be directed to the Director of Communications and Outreach.

VIOLATIONS OF THE HANDBOOK

Violations may result in disciplinary action including but not limited to termination.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE DISTRICT'S EMPLOYEE HANDBOOK ("HANDBOOK") DATED _____. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND THAT:

EMPLOYMENT WITH THE DISTRICT IS "AT-WILL." I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE DISTRICT FOR ANY REASON, AT ANY TIME. THE DISTRICT SIMILARLY HAS THE RIGHT TO TERMINATE MY EMPLOYMENT FOR ANY REASON, WITH OR WITHOUT CAUSE, AT ANY TIME.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF THE DISTRICT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE DISTRICT'S GUIDELINES.

THIS EDITION OF THE HANDBOOK REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. EXCEPT FOR THE "AT-WILL" NATURE OF EMPLOYMENT RELATIONSHIP, THE DISTRICT RESERVES THE RIGHT TO REVISE THIS HANDBOOK WITH OR WITHOUT PRIOR NOTICE.

NO REPRESENTATIVE OF THE DISTRICT, OTHER THAN THE DISTRICT BOARD OF DIRECTORS ("BOARD") OR THE GENERAL MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE BOARD OR THE GENERAL MANAGER AND MYSELF. I HAVE NOT ENTERED INTO SUCH AN AGREEMENT WITH THE DISTRICT.

Printed Employee Name

Employee Signature

Date

Original copy: Employee File Copy: To Employee

RESOLUTION NO. 2025-09
OF THE FRONT RANGE PASSENGER RAIL DISTRICT

AMENDING TASK ORDER NO. 1 WITH HDR ENGINEERING, INC.
FOR PLANNING AND PROJECT DEVELOPMENT SERVICES

WHEREAS, pursuant to Section 32-22-101, *et. seq.*, C.R.S. (the “Act”), the Front Range Passenger Rail District (the “District”) was established as a body politic and corporate and a political subdivision of the state to research, develop, construct, operate, and maintain an interconnected passenger rail system within the front range that is competitive in terms of travel time for comparable trips with other modes of surface transportation; and

WHEREAS, Section 32-22-105(2)(d), C.R.S. authorizes the Board of Directors of the District (the “Board”) to pass resolutions necessary for the government and management of the affairs of the District and the execution of the District’s powers and duties; and

WHEREAS, pursuant to Section 32-22-105(2)(g)-(h), C.R.S., the Board is authorized to appoint, hire, and retain engineers and other professional consultants, and to prescribe methods for the performance or furnishing of labor, materials, or supplies that may be required to carry out the purposes of the Act; and

WHEREAS, on May 15, 2024, the District executed a contract with HDR Engineering, Inc. (“HDR”) to provide planning and project development services for the District (the “Contract”); and

WHEREAS, the Board approved *Resolution No. 2024-15* authorizing execution of the Task Order No. 1 under the Contract and authorizing the appropriation of District funds therefor; and

WHEREAS, the Board approved *Resolution No. 2024-22* extending the term and amending the scope of Task Order No. 1 under the Contract and authorized the appropriation of District funds therefor; and

WHEREAS, the Board approved *Resolution No. 2025-01* expanding the scope of Task Order No. 1 under the Contract and authorized the appropriation of District funds therefor; and

WHEREAS, the Board desires to make a third amendment to Task Order No. 1 to expand its scope and provide for additional program support, as further described in the task order amendment (“Third Task Order Amendment”) attached as Exhibit A, and to increase the fee payable to HDR by \$41,422.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Front Range Passenger Rail District that the Board hereby approves amending Task Order No. 1 under the Contract, as described in the Third Task Order Amendment; approves increasing the fee payable

to HDR under the Contract by \$41,422; and authorizes the General Manager to execute the Third Task Order Amendment according to the terms outlined in Exhibit A and in this Resolution, with such non-material modifications as may be approved by the General Manager and District legal counsel.

APPROVED this 26 day of September 2025.

Chair

ATTEST:

Secretary

Front Range Passenger Rail
District Resolution No. 2025-09
Exhibit A

EXHIBIT A
Third Task Order Amendment

[See Attached]

THIRD TASK ORDER AMENDMENT
BETWEEN
THE FRONT RANGE PASSENGER RAIL DISTRICT AND
HDR ENGINEERING, INC.
FOR
PROFESSIONAL SERVICES
UNDER TASK ORDER NO. 1

This third task order amendment (“Third Task Order Amendment” or “Amendment”) is made as of this 26 day of September 2025, in accordance with the terms of the Contract for Professional Services (the “Contract”) between the Front Range Passenger Rail District (the “District”) and HDR Engineering, Inc. (the “Consultant”) made and entered into on May 15, 2024.

RECITALS

- A. The District issued Task Order No. 1 under the Contract on May 15, 2024.
- B. The District authorized and amended Task Order No. 1 to expand the scope and term on December 13, 2024.
- C. The District authorized and amended Task Order No. 1 to expand the scope and increase compensation on April 25, 2025.
- D. The District desires to execute a third amendment to Task Order No. 1 to expand the scope, for the Consultant to provide for additional program support, and to increase the fee payable to the Consultant as described in this Amendment.

AMENDMENT

- 1. In accordance with Sections 4.1.b. and 28.5 of the Contract, the Parties hereby amend Task Order No. 1 under the Contract to expand the Consultant’s scope, for the Consultant to provide additional program support, and to increase the fee payable to the Consultant as described in *the Task Order 1.0, Amendment #3*, dated September 15, 2025, attached as **Exhibit 1** to this Amendment, executed by the Consultant.
- 2. Nothing in this Amendment may be construed to change any of the terms of the Contract other than the scope of Task Order No. 1 and the District’s payment to the Consultant in consideration.

[Signature page follows]

Front Range Passenger Rail District

By: _____

Chrissy Breit

Interim General Manager

EXHIBIT 1

REQUEST FOR TASK ORDER 1 AMENDMENT

[See Attached]



Task Order 1.0, Amendment #3

Scope of Work

Prepared September 15, 2025

The purpose of this document is to add additional resources to the ongoing HDR Engineering, Inc. task order to enable HDR to continue to provide program support in the areas needed, specifically in program coordination, technical support, strategic advisement and staffing capacity.

Task Order Amendment to provide support from September 29, 2025 through December 31, 2025. Listed activities will not exceed \$41,422.

Task 1 – Program Management Support:

- HDR will continue to support overall program management and administration of the District. This includes:
 - Attend and support agenda development for bi-weekly District staff and consultant coordination meetings (up to 6 meetings). Meeting agenda includes high-level review of program activities, identifying staffing needs for upcoming events (meetings/presentations/etc.) and providing strategic advisement on issue areas.
 - Maintenance of program issues tracking sheet. Based on Program priorities identified by the Board and General Manager, and given the dynamic nature of the program, contribute to, monitor, and track program implementation priorities. The Issues tracking sheet will allow the General Manager to maintain a broad view on all District activity.
 - Check-ins with Board Leadership to support staff in executing Board-related activities and initiatives (up to 6 meetings).
 - HDR will provide ongoing strategic advisement to the Board and General Manager on potential funding sources to support District operating funds.

Task 2 – Governance and Policy Development

- Provide policy and analytical support to the General Manager and Board regarding Joint Service project development and negotiations.
- Provide policy and analytical support for the development of an Operations Transition Framework. The focus of this activity is a proposal from how to advance operations from Joint Service (Phase 1) to full build out of FRPR (Phase 2).



Task 3 – Railroad Infrastructure Planning:

- Station Planning Guidance. Through staff augmentation, HDR will provide an individual who can be the District's point of contact on stations, providing planning guidance to local jurisdictions. Project support is categorized under both Joint Service coordination needs and Service Development Plan station discussions for full corridor development.
 - Lead internal coordination for engagement with local jurisdictions.
 - Participate in Joint Service Operations Negotiating Team, and advise General Manager on BNSF negotiations, as needed.
- SDP Review and CIDP Coordination:
 - HDR will review priority SDP deliverables, summarize for General Manager, and identify items of concern or that require follow up with CDOT or FRA. Focus reviews on Implementation Plan, Funding and Finance Plan and Final SDP.
 - Attend Monthly SDP technical team meeting with or on behalf of the General Manager (up to 3 meetings). This individual will have the technical expertise to provide insight and/or direction on necessary action by the District.
 - Attend up to six coordination meetings between CDOT/District/HNTB. Provide follow-up and direction where necessary for HNTB/CDOT-led Board workshops focused on key SDP deliverables. This will include identification of what needs to be presented by HNTB and where the Board may have input on remaining deliverables.
 - Attend up to four FRA coordination calls with the District. Provide advisement and support next step activities as may be required.

HDR Labor			
FRPRD		Subtotal Hours by Task	Subtotal Fee by Task
TO1, Amendment #3			
1	Project Management	20	\$3,912
2	Governance and Policy Development	65	\$17,070
3	Railroad Infrastructure Planning	70	\$20,440
Total HDR Labor Hours		155	
Total HDR Labor Fee			\$41,422
Direct Expenses			\$0