

RESOLUTION 2001-07-26.1

**To Amend the Employee Benefit Standards
of the Colorado Centre Metropolitan District**

A RESOLUTION AMENDING THE EMPLOYEE BENEFIT STANDARDS FOR THE COLORADO CENTRE METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO, AS SET FORTH BELOW:

WHEREAS, the Board of Directors desires to amend the current employee benefit standards of the District.

NOW THEREFORE, BE IT RESOLVED BY The Board of Directors of the Colorado Centre Metropolitan District, Colorado:

SECTION 1. THAT the District's Employee Benefits Standards for the District shall be amended to read as follows:

**EMPLOYEE BENEFIT STANDARDS
FOR THE COLORADO CENTRE METROPOLITAN DISTRICT
EL PASO COUNTY, COLORADO.**

EFFECTIVE DATE: July 1, 2001

Employment Taxes (Full and Part-time Employees)

The District shall pay for the employer's share of the FICA and Medicare taxes, and the full amount of the FUTA, State Unemployment, Workman's Compensation insurance amounts, and any other such taxes ordered by the laws of the State of Colorado or the United States of America; and,

Holidays (Full-time Employees Only)

New Year's Eve (1 day), New Year's Day (1 day), President's Day (1 day), Memorial Day (1 day), Independence Day - 4th of July (1 day), Labor Day (1 day), Thanksgiving Day (1 day), Day After Thanksgiving (1 day), Christmas Eve (1 day), Christmas Day (1 day) plus two personal holidays of each employee's choice. If any holiday falls on Saturday or Sunday, the District Manager will decide what day will be substituted for it depending on the District's needs.

Sick and Bad Weather Leave (Full-time Employees Only)

Each employee shall be entitled to up to twelve (12) days of paid sick and bad weather leave per year, which shall accrue one-half (1/2) day per semi-monthly pay period. Said sick and bad weather leave cannot accrue from anniversary-to-anniversary, except for the accrual of a maximum of twelve (12) days of sick and bad weather leave for each employee, and shall not be payable to the employee unless the employee is actually sick, or a member of the employee's immediate family is sick so as to need the attention of the employee, or the employee is stranded or unable to get to work due to bad weather.

Vacation Leave (Full-time Employees Only)

Each employee shall earn 3 1/3 hours of paid vacation leave for every semi-monthly payroll period during the first five (5) years of employment. After that, the employee shall earn 5 hours of paid vacation leave for every semi-monthly payroll period beyond the fifth (5th) year of employment up to and including the tenth (10th) year of employment. After the (10th) year of employment, an employee shall earn 6 2/3 hours of vacation leave for every semi-monthly payroll period. Unused vacation time may be accumulated up to four hundred (400) hours. After that, no vacation time shall be allowed to accrue and the benefit is lost until the employee draws down the accumulated vacation leave. Vacation leave may be taken in increments from one (1) hour up to eighty (80) hours, at a time, unless otherwise approved by the District Manager. Vacation time shall not be pro-rated and shall only accrue based on completed semi-monthly periods. Unused vacation shall be payable at the time the employee-employer relationship is terminated, but only up to four hundred (400) hours.

Continuing Education Leave (Full-time Employees Only)

Employees may request up to forty (40) hours of paid educational leave per year, after the first full-year of employment with the District.

Continuing Education Allowance (Full-time Employees Only)

After the first full year of employment, the District will reimburse employees for continuing educational courses taken which are relevant to employees position with the District up to a \$1,000 maximum per employee per fiscal year as follows:

- 100% reimbursement for the cost of a class if the employee earns an "A" in the class;
- 75% reimbursement for the cost of a class if the employee earns a "B" in the class;
- 50% reimbursement for the cost of a class if the employee earns a "C" in the class;
- and no reimbursement if the employee earns a "D" or less or withdraws the class.

All reimbursement shall be made after the employee/student demonstrates that he/she has completed a course, received a grade and shows proof of payment for the course.

Health, Dental and Vision Insurance (Full-time Employees Only)

The District will pay for 90% of the employee's membership into a health plan approved by the District Manager starting after three (3) months of full-time employment. Family member coverage is the responsibility of each employee. Starting at the same time, the District will pay for 90% of the employee's cost of membership into a dental and/or eye health maintenance plan approved by the District Manager. Should an employee elect not to be covered by any offered health, dental and/or eye insurance plan, the District's funds allocated for such expenses shall remain with the District and the employee shall have no claim to said money.

Term Life Insurance & Disability Insurance (Full-time Employees Only)

The District will pay for 90% of the employee's cost for \$50,000 of a life insurance plan approved by the District Manager starting three (3) months after commencement of full-time employment. Family

member coverage is the responsibility of each employee. Starting at the same time, the District will pay for 90% of the employee's cost of a disability insurance plan approved by the District Manager. Should an employee elect not to be covered by the life and/or disability insurance, the District's funds allocated for such expenses shall remain with the District and the employee shall have no claim to said money

Pension Plan (Full-time Employees Only)

After one (1) year of employment with the District and at the request of an employee, the District will pay into an employee's retirement plan/fund which is approved by the District Manager \$1.00 for every \$1.00 that the employee places into the plan out of his/her own monies, up to a maximum of 5% of an employee's base salary per calendar year. If the employee does not contribute to his/her own personal retirement account or contributes an amount less than the maximum that the District will match, the District will only fund its matching contribution to the extent that the employee made one. The contributions from the District into the pension plan shall be reviewed on an annual basis and shall vary according to the financial position of the District.

Exclusions

Part-time employees of the District will not receive any benefits from the District, except for all taxes required by law.

SECTION 2. THAT the Standards in SECTION 1 shall replace in total any previous versions of the Employee Benefit Standards of the District.

ADOPTED, this ____ day of _____, 2001.

COLORADO CENTRE METROPOLITAN DISTRICT

BY: __ On File
President

Attest: _ On File
Secretary