



NORTH-WEST FIRE PROTECTION DISTRICT MEMBER HANDBOOK

Effective: January 1, 2011

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IMPORTANT

THIS HANDBOOK SETS FORTH THE RULES, POLICIES, PROCEDURES, AND BENEFITS FOR THE NORTH-WEST FIRE PROTECTION DISTRICT ("FIRE DEPARTMENT"). THE FIRE DEPARTMENT BOARD HAS THE RIGHT TO CHANGE THIS HANDBOOK ANY TIME WITHOUT NOTICE, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF **January 1, 2011** AND SUPERSEDE ALL PRIOR FIRE DEPARTMENT RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

EACH FIRE DEPARTMENT EMPLOYEE IS AN "AT WILL" EMPLOYEE. EVERY INDIVIDUAL PROVIDING VOLUNTEER SERVICES TO THE FIRE DEPARTMENT DOES SO FOR CIVIC, CHARITABLE AND/OR HUMANITARIAN REASONS, WITHOUT PROMISE, EXPECTATION OR RECEIPT OF COMPENSATION FOR THE SERVICE.

THIS HANDBOOK APPLIES TO ALL EMPLOYEES AND, EXCEPT WHERE EXPRESSLY EXCLUDED, TO ALL VOLUNTEERS. THIS HANDBOOK DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS HANDBOOK OR ANY OTHER FIRE DEPARTMENT DOCUMENT (WHETHER IN PAPER OR ELECTRONIC FORM), OR ANY STATEMENT MADE BY A FIRE DEPARTMENT MEMBER, AGENT, OR REPRESENTATIVE, ANY MEMBER MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON, IN THE FIRE DEPARTMENT'S SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

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Section 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions.

1. **Active Retiree(s).** An individual who participates in the Fire Department's Active Retiree Program.
2. **Administrative Employee(s).** A Fire Department employee who is not employed directly in fire protection (suppression) activities or emergency medical services.
3. **Applicable Law.** All federal, state and local constitutional, statutory and common laws, rules, regulations, ordinances, codes and protocols that apply directly or indirectly to the Fire Department and/or its Directors, officers, members, agents or representatives.
4. **Auxiliary Volunteer(s).** An individual who participates in the Fire Department's Auxiliary Volunteer Program. Auxiliary volunteers provide support to line-members on large-scale incidents, and may perform other administrative duties for the Fire Department. Auxiliary volunteers do not directly perform fire protection (suppression) activities and/or emergency medical services.
5. **Board.** The Fire Department's Board of Directors, comprised of five elected officials, which serves as the governing body.
6. **Chief Staff.** The Fire Chief, Administrative Assistant, Assistant Chief and Shift Commanders.
7. **Communications Systems.** The Fire Department's communications and messaging systems, including but not limited to, personal desktop and laptop computers, server(s), telephones, handheld electronic devices, electronic storage devices, pagers, facsimiles, cellular telephones, radios, internet and intranet.
8. **Designee.** A member or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility or activity.
9. **Electronic Transmissions.** All forms of electronic transmissions, including communications, that are created, stored, received or sent on the Fire Department's communications systems (whether imbedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages, instant messages,

voicemails, access to internet websites, and any other internet or other electronic transmissions.

10. **Fire Department.** The North-West Fire Protection District, a political subdivision of the State and a unit of local government.
11. **Fire Department Apparatus.** All fire apparatus, vehicles or other motorized machinery capable of movement that the Fire Department owns, leases or controls.
12. **Fire Department Premises.** All buildings, offices, facilities, grounds, parking lots, places, Fire Department Apparatus, and equipment that the Fire Department owns, leases or controls.
13. **Emergency.** Any unforeseen event capable of or actually causing property damage, personal injury or loss of life.
14. **Employee(s).** Any individual hired and compensated by the Fire Department on a full-time, part-time or temporary basis. The term "employee(s)" includes Part-Time Firefighters, unless expressly excluded by use of the term "full-time employee(s)". The term "employee" does not include Directors, independent contractors, volunteers, active retirees, auxiliary volunteers, or consultants.
15. **FLSA.** The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 *et seq.*
16. **Fine.** (a) A non-exempt employee's monetary payment to the Fire Department or a deduction from his/her pay as a result of a disciplinary action, or (b) an exempt employee's monetary payment to the Fire Department or a deduction from his/her salary as discipline for violating a major safety rule.
17. **Fire Chief.** The Fire Department's Fire Chief, hired by, serving at the pleasure of, and acting under the direction of, the Board. The Fire Chief is the Chief Executive Officer and Commander in Chief, and is responsible for implementing all Fire Department rules and applicable law, and the effective and efficient operation/administration of all aspects of the Fire Department.
18. **Illegal Drug(s).** Any substance that is illegal in the United States under any applicable law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, and which is being possessed, sold or used illegally.
19. **Job/Position Description.** The written standard of minimum qualifications, duties and responsibilities of each member position and rank.

20. **Line-Employee(s).** An employee who performs fire protection (suppression) activities and/or emergency medical services. The term "line-employee(s)" includes Part-Time Firefighters, unless expressly excluded by use of the term "full-time line-employee(s)".
21. **Line-Member(s).** A line-employee or volunteer who performs fire protection (suppression) activities and/or emergency medical services.
22. **Member(s).** The Fire Department's employee, volunteers, auxiliary volunteers, and active retirees.
25. **Part-Time Employee(s).** A Fire Department administrative employee who regularly works less than 40 hours each week. The term "part-time employee(s)" does not include Part-Time Firefighters.
23. **Part-Time Firefighter(s).** An employee who participates in the Fire Department's Part-Time Firefighter Program. A Part-Time Firefighter is not eligible to receive any fringe benefits other than being covered by the Fire Department's workers' compensation and unemployment compensation insurance.
24. **Probation.** A period: a) immediately following an original hire or appointment, or promotion, during which a member is expected to demonstrate his/her ability to perform the duties of the position, or b) imposed as part of a corrective or disciplinary action, during which a member is expected to comply with and fulfill the terms and conditions of the probation. The fact that a member successfully completes his/her probation does not change his/her at-will status; nor does the probation create any right of continued employment or service during the probationary period.
25. **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Handbook, or an SOP established by the Fire Chief or a Designee.
26. **Shall, Must, and May.** "Shall" and "Must" mean mandatory. "May" means permissible.
27. **Standard Operating Procedures (SOPs).** Written orders issued by the Fire Chief or a Designee to implement this Handbook or other Fire Department rules and to administer the Fire Department efficiently and effectively, consistent with the authority granted by the Board and applicable law.
28. **Temporary Employee.** An individual who has been hired for a specific period (such as a summer) on a full-time or part-time basis, not to exceed 1,560 hours in a calendar year.

29. **Volunteer(s).** An individual who participates in the Fire Department's Volunteer Firefighter Program for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service.
30. **Work Period.** The period established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt full-time line-employees and Part-Time Firefighters. The Fire Department's work period for line-employees and Part-Time Firefighters is 28 consecutive days.
31. **Workweek.** A period of 7 consecutive 24-hour periods (168 hours) established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt administrative employees. The Fire Department's workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday.
32. **You(r).** All Fire Department members, except where the context indicates the term is intended to apply to a more limited group, such as employees, volunteers, auxiliary volunteers or active retirees.

B. The Fire Department's Goals and Purposes.

The Fire Department's goals and purposes are to provide fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness, ambulance (directly or through a third party provider), and emergency medical services to its citizens and their property, persons conducting business in or traveling through the Fire Department, and areas outside the Fire Department through intergovernmental agreement, to the extent allowed by applicable law.

By providing the foregoing services, the Fire Department will help preserve human life and prevent human injury, suffering, or discomfort and the destruction of property from fire, medical crisis, hazardous materials incidents, storm, flood or other natural or manmade disasters. This Handbook is intended to implement and promote the Fire Department's goals and purposes, and shall be applied and interpreted accordingly.

C. Your Duty to Know and Comply with All Rules and to Use Good Judgment.

You are responsible for knowing and complying with this Handbook and demonstrating good judgment at all times. If you have a question about a rule, you must ask your supervisor for clarification before taking any action that could violate the rule.

If a rule applies, it must be followed. If there is no rule, you must ask your supervisor how to proceed, if time permits. If time does not permit asking your supervisor, you must use good judgment (*i.e.*, "do what is right, and do it the right way."). A rule must not be applied to a situation in a manner that causes another Fire Department rule or applicable law to be ignored or violated.

D. SOPs.

The Fire Chief or a Designee may supplement this Handbook with SOPs. SOPs enable the Fire Chief to efficiently administer the Fire Department consistent with the authority granted by the Board and applicable law, and to implement Board rules. If there is a conflict between this Handbook and an SOP, follow this Handbook.

E. Emergency Suspension of Rules and SOPs.

The Board, the Fire Chief, or a Designee may suspend or modify any rule or SOP to meet the demands of an emergency.

F. Effective Date.

This Handbook is effective January 1, 2011. All prior Fire Department rules and benefits not contained in this Handbook are repealed, discontinued or eliminated as of that date. This repeal, however, does not affect any corrective or disciplinary action begun or taken before the effective date.

G. Amendments.

The Board has the right to adopt, amend, or rescind any rule or benefit at any time. Any modification of this Handbook may be made only by formal action of a majority of the Board, reflected in the official records of the Board. No member, supervisor, or agent of the Board is authorized to modify any rule or benefit by agreement, practice, or otherwise. Regardless whether an amendment is physically incorporated into this Handbook, it takes effect immediately upon adoption, unless the Board indicates otherwise.

H. No Contractual Rights - At Will Employment.

This Handbook does not constitute an express or implied employment contract with you. Notwithstanding any statement to the contrary in this Handbook or any other Fire Department document (whether in paper or electronic form), or any statement made by a Fire Department member, representative or agent, you may be terminated at any time for any or no reason, subject only to the requirements of applicable law.

I. Safety Policy.

The Fire Department strives to establish and maintain safe working conditions for its members and to protect its members and the general public from injury or property damage. You must exercise good judgment in performing work assignments in a safe manner at all times. If you have a question about the safety of or hazards to members or the public, you must contact your supervisor immediately. You must report an unsafe practice or condition to the Fire Chief or shift officer immediately.

You must maintain complete familiarity with, and at all times obey, all Fire Department safety rules and all applicable laws relating to safety. If you have a question about a safety rule or applicable law, you must contact your supervisor immediately. You must attend all safety meetings, equipment demonstrations, workshops, and other safety programs required by the Fire Department.

J. The Board's Reservation of Power and Authority.

Nothing in this Handbook shall be deemed an irrevocable delegation of any express or implied power or authority of the Board. The Board expressly reserves to itself all express and implied powers or authority vested in it by applicable law. The Board may at any time take any action required or permitted by this Handbook, including but not limited to hiring, terminating, and imposing corrective or disciplinary action against any member.

K. Severability.

If any part of this Handbook is held by judicial review to be invalid, every other part of this Handbook not specifically held to be invalid shall continue in full force and effect.

Section 2

EMPLOYMENT & VOLUNTEER SERVICE POLICIES

A. Equal Employment/Service Opportunity.

The Fire Department provides equal employment and service opportunities to all applicants and members without regard to race, color, religion, creed, national origin, ancestry, gender, marital status, military status, age, disability, sexual preference or orientation, transgender status, genetic information, or membership or other status in any other group protected by applicable law. This policy applies to all terms and conditions of employment/service, including but not limited to hiring/appointment, transfer, promotion, demotion, termination, benefits, lay-off, compensation and training.

Every effort shall be made to ensure that all employment/volunteerism decisions, programs and personnel actions are administered in conformity with the principle of equal employment opportunity. You are responsible for supporting these objectives and implementing this policy. You must assist in promoting a work place environment free of illegal harassment or discrimination. No member shall be coerced, intimidated, harassed or retaliated against for reporting a violation of these policies.

The Fire Chief is the Fire Department's Equal Employment Opportunity Coordinator ("EEO Coordinator"). The EEO Coordinator is responsible for maintaining the necessary programs, records, and reports to comply with all employment related federal, state, or local laws. The EEO Coordinator also is available to receive directly any claim of illegal discrimination, harassment, or retaliation.

B. Harassment and Discrimination Prohibited - Generally.

The Fire Department expressly prohibits any form of harassment or discrimination of a member based on race, creed, color, religion, national origin, ancestry, gender, sexual preference, sexual orientation, transgender status, genetic information, age, disability, military status, marital status, or membership or status in any other group protected by applicable law. You are prohibited from engaging in unlawful harassment or discrimination while on-duty or engaged in any Fire Department-related activity, including Fire Department-related activities occurring off the Fire Department Premises. You also are prohibited from illegally harassing or discriminating against any other member or person while on duty, or while in any manner representing the Fire Department in any capacity. Illegal harassment or discrimination that interferes with a member's ability to perform his/her duties is prohibited.

C. Sexual Harassment Prohibited.

The Fire Department prohibits sexual harassment. No one at the Fire Department, including Directors, officers, supervisors, members, patients, vendors or any other person, may make sexual advances or requests for sexual favors, or engage in any other verbal/physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation or transgender status where:

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment; or

2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment/service, or will be used for the basis of any employment/service decision, including but not limited to, appointment, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment/service with the Fire Department (all such conduct is defined in this policy as "sexual harassment").

A member or applicant shall not be subjected to sexual requests or insulting behavior or language based on gender or sexual orientation. A member or applicant shall not be led to believe any employment/volunteer opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she must tolerate a sexually offensive environment.

You must conduct yourself in a professional and business-like manner at all times and refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to:

1. Sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,

2. Physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

Even "innocent" conduct may constitute sexual harassment. Regardless of your intent, conduct that a reasonable person would find offensive may constitute sexual harassment and is prohibited.

D. No Apparent Authority.

Regardless of title or position, no Fire Department member, including but not limited to officers and supervisors, and no Fire Department Director has the authority (express, actual, apparent or implied) to harass or discriminate against a member or any other person. This policy applies while on the job or during any Fire Department-related activity.

E. Procedure for Reporting Illegal Harassment or Discrimination.

1. Mandatory Reporting.

You must report immediately any unlawful harassment or discrimination to which you are subjected or which you observe. The chain of command shall not be followed. Instead, you must report it directly to the Fire Chief. If the report involves the Fire Chief, you must report the harassment or discrimination to the Board President. If the report involves the Board President, you must report the harassment or discrimination to another Board member. If the report concerns sexual harassment, you may request that a person of the same gender be provided to receive your report. The Fire Department prohibits any member from subjecting you to retaliatory action for reporting illegal harassment or discrimination.

2. Confidentiality.

Information concerning a complaint of illegal harassment or discrimination will be treated as confidentially as practicable under the specific circumstances.

3. Investigation.

Once a report of harassment or discrimination is made, the Fire Chief or a Designee will promptly investigate it. If the report involves the Fire Chief, the investigation will be conducted by a Board member committee, an outside human resources consultant, or in such other manner as the Board deems appropriate in its sole discretion. If the report involves a Board member, the investigation will be conducted by an outside human resources consultant or in such other manner as the Board deems appropriate in its sole discretion. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation.

4. Resolution.

After the facts have been determined, the complaining party and the accused will be advised of the results of the investigation. If the investigation substantiates the complaint, appropriate action will be taken.

5. Retaliation.

A member shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You must report retaliation in the same manner as a complaint of illegal harassment or discrimination.

F. Pregnancy, Child Birth and Related Medical Conditions.

The Fire Department treats pregnant members and applicants the same as all other members/applicants. The Fire Department will not exclude you from employment/service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other member, you will be permitted to work as long as a physician determines you can perform the essential functions of the job. If you are unable to perform the essential functions of the job, the Fire Department will treat you in the same manner as it treats other temporarily disabled members.

To ensure a pregnant line-member is capable of performing the essential functions of the job, and does not pose a risk to herself, the public or a fellow line-member in the performance of her duties, the Fire Department will require the pregnant line-member to provide medical certification from her physician on a regular basis, but no less than every 30 days (and may require it more frequently during the later stages of pregnancy), stating the line-member is capable of fully performing the essential functions of the job. If at any time your physician determines you cannot fully perform the essential functions of the job, the Fire Department may require you to accept a temporary reassignment to a non-line position, or to take a leave of absence, if appropriate under the circumstances. Further, if at any time the Fire Department has an objective basis to believe you cannot fully perform the essential functions of the job, the Fire Department may require you to submit to a fitness for duty examination by the Fire Department's medical advisor. You may be required to submit a physician's statement that you are fit for duty before returning to your regular line position.

G. Non-Discrimination Against and Accommodation of Individuals with Disabilities.

1. Generally.

The Fire Department complies with the Americans with Disabilities Act and all other applicable laws prohibiting discrimination in employment/volunteer service against qualified individuals with disabilities. The Fire Department also provides reasonable accommodation for such individuals in accordance with these laws. If you believe you have been discriminated against or that the Fire Department has failed to provide reasonable accommodation, you must file a complaint in accordance with Section 2(E), above.

2. Procedure for Requesting Accommodation.

If you believe you are a qualified individual with a disability, you may make a written request for reasonable accommodation(s) to the Fire Chief. The Fire Chief or a Designee will meet with you to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the Fire Department might make to help overcome those limitation(s). The Fire Chief or the Designee (and, if necessary, other Fire Department representatives identified as having

a need to know) will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the Fire Department's overall financial resources and organization, and the accommodation's impact on Fire Department operations, including its impact on other members to perform their duties and the Fire Department's ability to conduct its business and fulfill its purpose. You will be informed of the Fire Chief's decision on the accommodation request within a reasonable period.

H. No Absolute Right of Work Stoppage or Slowdown.

The lack of fire and emergency services results in loss and devastation. Your commitment to public service and professional ethics requires you to carry out assignments as directed. For these reasons, and in accordance with applicable law, you do not have the absolute right to engage in any work stoppage or slowdown; nor do you have the absolute right to refuse to work for any reason. You may be subject to corrective or disciplinary action, up to and including termination, for engaging in, or attempting to engage in, such conduct to the extent your conduct is not authorized by applicable law.

I. Personnel and Confidential Records.

A personnel file and a separate confidential file are maintained for you. Personnel files and confidential files are kept in a locked, secure place to which only the Fire Chief and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files and confidential files. You may review your personnel file or confidential file in the presence of the Fire Chief or a Designee at a time established by the Fire Chief or the Designee. No material may be removed from a personnel file or the confidential file; provided, however, that authorized personnel may organize and transfer records between the personnel file and the confidential file in the performance of their duties. This rule does not prohibit the disclosure of information in your personnel file or confidential file when legally required. You may request a copy of your personnel file or confidential file in writing. Copying costs permitted by applicable law will apply.

You are responsible for immediately notifying the Fire Department's administrative offices of any change in address, telephone number, work status, marital status, or military status, change of the name or telephone number of the person to be notified in case of emergency, any change in driver's license status, and any change in insurance records. You also are responsible for providing the Fire Department with records concerning any licenses or certificates required for the performance of your job, and any documents showing that education or training required for the position has been completed.

J. Terminating Your Employment or Volunteer Service.

1. Notice.

You may terminate your employment/volunteer service at any time without prior notice to the Fire Department. In order to avoid disruption of its fire and emergency services, the Fire Department

would appreciate all members except exempt-employees giving at least two weeks' notice. The Fire Department would appreciate exempt-employees giving at least four weeks' notice.

2. Return of Fire Department Property - Failure to Return Reduces Final Pay.

You must return all Fire Department property on or before the last day of work. By a separate written agreement each employee has agreed the value of Fire Department property not returned before his/her last day of work will be deducted from his/her final pay. Volunteers, auxiliary volunteers, and active retirees who do not return Fire Department property must reimburse the Fire Department in the amount necessary to replace the property. The Fire Department may take appropriate action to recover its property (or the value of the property).

3. Final Pay.

Final pay will be processed in accordance with the Fire Department's normal payroll policies and procedures in effect at that time.

4. Payment for Accrued Leaves and Holidays.

When full-time employee leaves or is terminated by the Fire Department, he/she will be paid for all accrued but unused vacation leave in accordance with applicable law.

K. Hiring, Appointment and Promotion of Members.

1. Eligibility.

State law prohibits a Fire Department Director from also being a Fire Department employee. Accordingly, you must resign your employment upon being elected to a Fire Department Director position. In addition, a Director is not eligible to apply for employment with the Fire Department. A Director must resign his/her position prior to applying for employment with the Fire Department.

The Fire Department Board has determined that the "incompatibility of offices" doctrine prohibits a Fire Department Director from also being an active volunteer or active retiree. Accordingly, an active Fire Department volunteer or active retiree must resign from the Fire Department's Volunteer Program or Active Retiree Program, as applicable, upon being elected to a Fire Department Director position.

The FLSA prohibits an employee from volunteering the same services to the Fire Department without being compensated. As a result, the Fire Department does not permit an employee also to serve as a volunteer, auxiliary volunteer, or active retiree where the volunteered services would be substantially the same as the employee's duties. A Fire Department volunteer, auxiliary volunteer or active retiree must cease such volunteer activities if he/she is hired as a Fire Department employee where his/her duties as an employee would be substantially the same as his/her volunteered services.

Subject to the foregoing paragraphs, the Fire Department appoints, hires and promotes from within when it is in the best interests of the Fire Department and its citizens to do so. All qualified, active Fire Department members are potential candidates for appointment, hire or promotion to any new or vacant position.

2. Hiring and Promoting Line-Employees.

When a line-employee vacancy or promotional opportunity occurs, the Fire Chief will call for an assessment center to develop an eligibility list. A personnel board comprised of the Shift Commanders shall, based on the assessment center and such other testing/evaluation processes as they may require, develop and submit to the Fire Chief an eligibility list of candidates in descending order of preference. The Fire Chief shall use the "Rule of Threes" in evaluating the candidates on the eligibility list. The Fire Chief is not required to extend a conditional offer to a candidate on the eligibility list and may solicit candidates from outside the Fire Department if the Fire Chief determines such action to be in the best interest of the Fire Department. An individual to whom a conditional offer of employment is extended will be subject to a background check and medical examination.

3. Appointing Individuals to the Volunteer Fire Program or Active Retiree Program.

Please see SOP 105, entitled *Processing Applicants To The Volunteer Firefighter Program or Active Retiree Program*.

4. Fire Chief's Authority.

The Fire Chief is solely responsible for appointing, hiring and promoting individuals for all paid and volunteer positions below the rank of Fire Chief, and all administrative positions, subject to this Handbook and applicable law.

Applicants and members are expected to meet the training and certification requirements, along with other duties and responsibilities, as set forth in the Fire Department's job description for the position.

A volunteer, auxiliary volunteer or active retiree hired as an employee must meet all of the Fire Department's training and certification requirements for the position within the time specified for meeting the requirements at the time of hire. Failure to meet the training and/or certification requirements within the specified time may result in demotion or termination as appropriate in the Fire Chief's sole discretion.

5. Prior Performance as a Volunteer, Auxiliary Volunteer or Active Retiree.

If a former member applies to join the Fire Department's Volunteer Program, Auxiliary Volunteer Program, Active Retiree Program, or a paid position, his/her prior performance as a member, and the circumstances under which he/she stopped being a member, will be considered

by the Fire Department in determining whether to accept him/her into the Volunteer, Auxiliary Volunteer or Active Retiree Programs, or hire him/her to a paid position.

6. Limitations on Hiring or Promotion of Close Relatives.

For purposes of this section, "close relative" is defined as individuals with natural or step-family relationships equal to or closer than first cousin, including all descendants of the individual's grandparents, an individual's spouse and anyone descended from that spouse's grandparents.

The Fire Department may limit selection of members to positions in cases where such selection would otherwise result in close relatives serving in supervisor/subordinate positions where:

- a. One would directly or indirectly exercise supervisory, appointment, dismissal or disciplinary authority over the other;
- b. One would audit, verify, receive, or be entrusted with money received or handled by the other in the course of employment; or,
- c. One would have access to the other's confidential information, including payroll and personnel records.

When Fire Department members become related and their working relationship falls within this policy, one member may be required to transfer to another available position or to resign. If neither member voluntarily transfers or resigns, the Fire Chief may terminate or transfer one of the two members, in his/her discretion.

7. Board Hires Fire Chief.

The Board has sole discretion to determine how to fill a vacancy in the Fire Chief position, including whether to promote from within, or to solicit applicants from within the Fire Department and outside, and all rules with respect to the promotion or hiring process, in accordance with applicable law.

8. No Right to Former Position.

If you are hired or promoted to a different position, but you fail to satisfactorily perform the duties of the new position, or no longer desire to do so, you are not guaranteed an alternative position and may be terminated.

L. Reference Inquiries.

The Fire Department does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries about you from prospective employers/volunteer organizations, the Fire Department will give only dates of service/employment and position(s) held. The Fire Department will not answer specific questions or give references regarding former members.

M. Workplace Anti-Violence Policy.

The Fire Department's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the Fire Department Premises or during any Fire Department duty or activity, or any other act which in the Fire Department's opinion is inappropriate in the workplace.

The use of Fire Department property, including but not limited to the Fire Department's communications systems, in a physically, psychologically or emotionally threatening, intimidating or violent manner is prohibited. All members are prohibited from bringing a weapon onto Fire Department Premises or possessing a weapon while performing any Fire Department duty or activity, except for the following individuals:

1. Members required to store, carry and/or use a weapon in performing their Fire Department duties;
2. Law enforcement officials;
3. An individual authorized under Colorado law to carry a concealed weapon in a public place. Under current Colorado law, the Fire Department cannot prohibit someone possessing a valid permit from carrying a concealed weapon in the public portions of the Fire Department's facilities; however, as your employer/volunteer organization, the Fire Department can and does prohibit you from carrying or storing a concealed weapon in any non-public portion of the Fire Department Premises. Further, you are hereby notified that carrying, storage or use of a concealed weapon in the performance of any Fire Department duty or activity is expressly prohibited and not within the scope of your employment/services. If you carry, store or use a concealed weapon while performing a Fire Department duty or activity, you do so without Fire Department authority and will be individually responsible for such actions. If you intend to store or carry a concealed weapon in a public portion of the Fire Department Premises, you must provide the Fire Chief or a Designee with a copy of a valid state permit before taking such action.

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term "weapon" includes knives, except knives with a blade less than 3 inches in length that members routinely carry to assist them in performing their duties, unless a knife is brought onto the Fire Department Premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you must immediately report it to the Fire Chief or a Designee. If there is an immediate threat to your health/safety, or the health or safety of another member or the public, or to Fire Department property, you must

immediately call 911. The Fire Department will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The Fire Department also may report any incident of workplace violence to the appropriate law enforcement agency.

Retaliation against a member for making or participating in the investigation of a complaint of workplace violence is prohibited.

N. Whistleblower Policy.

The Fire Department prohibits illegal, fraudulent or dishonest conduct. You must report possible illegal, fraudulent or dishonest conduct pursuant to the procedures set forth in Section 2(E)(1). You must provide sufficient information regarding the alleged illegal, fraudulent or dishonest conduct for the Fire Department to investigate the matter. The Fire Department will keep the matter as confidential as reasonably practicable under the circumstances. Retaliation against a member for making or participating in the investigation of a complaint of illegal, fraudulent or dishonest conduct is prohibited.

O. Communications Systems.

1. General.

Data and information, including electronic transmissions, created, stored, received or sent on the Fire Department's communications systems are Fire Department property. All information regarding access to the Fire Department's communications systems, such as user identifications, modem phone numbers, modem access codes, and passwords, is confidential and may not be disclosed to non-Fire Department personnel. Communications systems items, such as laptops, may be removed from the Fire Department Premises only with prior approval from the Fire Chief or a Designee. In addition to complying with this communications systems policy, you must comply with SOP 213, entitled *Computer Policies*.

2. No Expectation of Privacy.

Except with respect to the personnel and confidential files the District maintains in connection with your employment or volunteer service, you have no reasonable expectation of privacy in any Fire Department property, including the Fire Department's communications systems and all data and information, including electronic transmissions, created, stored, sent or received on the Fire Department's communications systems. All data and information, including electronic transmissions, created, stored, sent or received on the Fire Department's communications systems (whether imbedded in software or otherwise) are subject to review and inspection at any time. The Fire Department has the right to, and may, monitor at any time your use of the Fire Department's communications systems and your electronic transmissions. Pursuant to C.R.S. § 24-72-203, you are advised that all electronic transmissions may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

P. Retaliation Prohibited.

You are prohibited from retaliating against any member for reporting or cooperating in the investigation of an alleged violation of any Fire Department rule or applicable law. If you believe you have been retaliated against, you must file a complaint of retaliation in accordance with the procedures set forth in Section 2(E), above.

Q. No Sexual Activity.

You are prohibited from engaging in sexual activity while on the Fire Department Premises or while performing any Fire Department duty or activity, regardless whether the sexual activity is consensual.

R. Ability to Perform Duties after Illness, Injury or Leave of Absence.

If you have been on leave as a result of physical or mental illness, injury or otherwise, the Fire Chief or a Designee, in his/her discretion, may require you to obtain a physician's certification that you may return to work and may require you to complete a fitness for duty examination to determine your ability to perform the essential functions of your position. You also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

S. Physical Fitness Assessment.

Physical fitness, particularly including the ability to perform arduous physical tasks under stressful circumstances, is an essential function of every line-member. If you are not able to pass the Fire Department's physical fitness test, you may be at risk in certain emergency situations, and also may endanger the lives and safety of other members and the public. Your employment/service may not be continued if at any time you do not possess the physical fitness to perform the essential functions of your position.

T. Confidentiality of Protected Health Information.

The Fire Department is subject to numerous laws that require its members to protect the health information of Fire department members and members of the public. You must comply with all Fire Department rules and applicable law securing the confidentiality of protected health information.

U. Commendation Memos.

The Fire Chief or a Shift Commander may issue a commendation memo recognizing a member(s) who does an outstanding job. The Fire Chief or Shift Commander will review the commendation memo with the member and both individuals will initial the memo for acknowledgement. A copy of the commendation memo will be placed in the member's personnel file.

Section 3

COMMAND STRUCTURE AND SCOPE

A. Chain of Command.

You must honor the chain of command shown in SOP 102, entitled *Organizational Chart*, which the Fire Department may amend at any time in its sole discretion. Officers rank in the order listed. If the Fire Chief is absent from an incident, the command falls to the next ranking officer on the incident. Nothing in this Handbook is intended to prevent you from belonging to, or holding rank in, any trade or fraternal organization; however, your rank, office or position in a trade or fraternal organization shall not be recognized by the Fire Department or any of its members while performing their Fire Department duties and responsibilities.

B. Orders by Supervisors.

You must comply with SOP 205, entitled *Obedience to Orders*.

C. Behavior toward Officers.

Officers, including those in an acting officer capacity, are to be accorded the respect due their position. See, SOP 205, entitled *Obedience to Orders*.

Section 4

MEMBER CONDUCT

A. **Illegal Drug/Alcohol Free Workplace and Testing Policy.**

1. **Prohibited Illegal Drug/Alcohol Use and Restricted Prescription Drug Use.**

a. While performing any Fire Department duty or activity, while on the Fire Department Premises, or while engaged in Fire Department business or activities off the Fire Department Premises, you are prohibited from:

i. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;

ii. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or using illegal drug paraphernalia;

iii. Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except in connection with a Fire Department authorized event, such as a holiday party.

b. The foregoing illegal drug/alcohol related conduct also is prohibited during non-working hours to the extent that, in the Fire Department's opinion, it impairs your ability to perform the essential functions of your job.

c. A prescription drug must only be brought on the Fire Department Premises by the person for whom it is prescribed. Prescription drugs must be used only in the manner, combination and quantity prescribed. You are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, you are required to take prescription or over-the-counter drugs that could affect your ability to perform your duties, you must notify your supervisor immediately.

d. Medical marijuana is a controlled substance and illegal under federal law. Further, no physician has the legal authority to prescribe it for any purpose. Use of medical marijuana will be treated the same as use of an illegal drug under this policy.

2. Required Tests.

The Fire Department reserves the right to require, as a condition of continued employment/service, submission to illegal drug and alcohol testing whenever the Fire Department has a reasonable suspicion that a member is under the influence of illegal drugs or alcohol while on duty. Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:

- a. A pattern of abnormal or erratic behavior;
- b. Information of recent illegal drug or alcohol use provided by a reliable and credible source;
- c. Direct observation of illegal drug or alcohol use, purchase or sale;
- d. Presence of a physical symptom of illegal drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- e. An accident involving a Fire Department vehicle, personal injury, property damage estimated at or above \$1,000.00;
- f. Violent behavior; or,
- g. Possession of alcohol or illegal drugs.

The Fire Chief or a Designee shall document in writing the facts constituting reasonable suspicion. The facts shall be disclosed to the member at the time the demand for illegal drug and alcohol testing is made. The Fire Chief or a Designee shall have at least one reliable credible witness. All diagnostic illegal drug screenings and alcohol tests based on reasonable suspicion must have the prior approval of the Fire Chief or a Designee. If you are notified of reasonable suspicion to be tested, you must report immediately to the Fire Department's designated provider. A Fire Department representative will accompany you to the collection site.

3. Random Testing.

The Fire Department has the right to perform random drug/alcohol tests on all line-members and other members in public safety positions.

4. Positive Illegal Drug/Alcohol Test; Refusal to Submit to Test.

- a. An applicant who, without an acceptable reason, fails to report for, or who refuses to submit to, an illegal drug/alcohol test shall not be hired or appointed.

b. A member who without an acceptable reason fails report for, or who refuses to submit to, an illegal drug test/alcohol shall be terminated.

c. A member who tests positive on an illegal drug test shall be terminated.

d. A member who tests positive on an alcohol test may be subject to corrective or disciplinary action, up to and including termination.

5. Illegal Drug/Alcohol Related Convictions; Duty to Notify the Fire Department.

a. A line-member or other member in a public safety position must notify the Fire Chief within 24 hours of being charged with an offense involving the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol-related offense.

b. All Fire Department members must within five calendar days notify the Fire Chief if they are convicted of, or plead guilty/no-contest to, a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug.

c. A member who fails to notify the Fire Chief in accordance with the requirements of subparagraph a or b, above, may be immediately terminated.

d. A Fire Department line-member or other member in a public safety position who is convicted or pleads guilty/no-contest to a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug will be terminated. A Fire Department line-member or any other member in a public safety position who is convicted or pleads guilty/no-contest to an alcohol related offense may be subject to corrective or disciplinary action, up to and including termination.

e. A Fire Department member who does not hold a line or other public safety position, and who is convicted of criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol related offense, may be subject to corrective or disciplinary action, up to and including termination.

B. The Fire Department's Right to Conduct Reasonable Searches.

This Handbook serves as notice that you are required, without further notice and upon the Fire Department's request, to submit to a reasonable search of any vehicle, pocket, package, purse, briefcase, tool box, lunch box, sack or container of any kind brought or kept by you on the Fire Department Premises; and a desk, locker or other container provided by the Fire Department.

All spaces on the Fire Department Premises or under the Fire Department's control remain subject to search even though you use such space or consider the space to be private. The Fire

Department's communications systems and all information and data, including electronic transmissions, on the Fire Department's communications systems, remain Fire Department property at all times. You have no right to privacy to any information and data, including electronic transmissions, received, sent, generated or stored on the Fire Department's communications systems.

Your refusal to submit to, or interference with, a search may result in immediate termination or may be considered by the Fire Department as a voluntary resignation. You are hereby on notice that the Fire Department may contact appropriate law enforcement authorities in the event of reasonable suspicion to believe you may have illegal drugs or other illegal items on the Fire Department Premises.

C. Duty to Read Bulletin Board (Read File).

All notices, memoranda, directives, bulletins, minutes, and announcements will be posted to the Read File, which currently is the bulletin board located in hallway at headquarters. You must read and understand all Fire Department communications. Employees must review the Read File every day they are on duty. Volunteers and active retirees must review the Read File at least once every two weeks.

D. Use of Fire Department Apparatus and Personal Vehicles.

If you operate, or may operate, Fire Department Apparatus, or a personal vehicle in the performance of Fire Department activities/duties, you must follow the procedures outlined in the relevant SOPs and obey the following rules:

1. Valid Driver's License.

A valid Colorado driver's license with an acceptable driving record is a condition of employment/service and continued employment/service with the Fire Department. On or before January 31st of each year, you must submit a copy of your valid Colorado driver's license to the Fire Chief or Designee, and a true and accurate copy of your Department of Motor Vehicles driving record.

2. Insurance.

You must be insurable by the Fire Department's insurance carrier. You must maintain insurance on any personal vehicle used in performing any Fire Department duty/activity.

3. Accidents.

All accidents involving Fire Department Apparatus, or your personal vehicle in the performance of Fire Department activities/duties, no matter how minor, must be reported immediately to your supervisor. A written report must be forwarded to the Fire Chief within 24 hours.

4. Traffic Violations.

All citations for moving violations and any driver's license revocation, confiscation or suspension must be reported immediately to the Fire Department, regardless whether the citation occurred while you were on the job or engaged in Fire Department business, or occurred off the job on personal time. By your next shift, a written report must be made to your supervisor, who must report it through the chain of command to the Fire Chief or Designee. Violation of this policy may result in corrective or disciplinary action, up to and including termination.

5. Lawful Driving and Parking.

You must strictly observe existing traffic regulations at all times, unless you are responding to an emergency. If you are responding to an emergency, you must follow the emergency response procedures set forth in the SOP 502, entitled, *Operating Apparatus and Vehicles in Emergent and Non-Emergent Situations*.

6. Inspection of Fire Department Vehicles and Apparatus.

You must comply with the Fire Department's SOPs relating to the inspection of Fire Department Apparatus.

7. No Unauthorized Passengers/Riders.

Spouses, significant others, children, and other individuals may only be permitted to ride on Fire Department Apparatus if: a) prior written approval of the officer in charge is obtained and b) the individual (or in the case of a minor, the minor's parent or guardian) signs a release form provided by the Fire Department.

8. No Unauthorized Use.

Fire Department Apparatus are for official work-related activities and to respond to emergencies, training and meetings, and must not be used for personal business unless the Fire Chief grants permission for such use.

E. Personal Appearance.

You are required to keep your hair clean and well groomed at all times while on duty or while acting on behalf of the Fire Department. Your clothing must be appropriate for your position and present a professional appearance as a representative of the Fire Department. Line-members and other uniformed personnel must comply with the SOP 203, entitled, *Grooming Standards For Uniformed Personnel*.

F. Smoking and Tobacco Products.

The Fire Department policy is to promote wellness and a positive image by limiting the use of

tobacco by its members. The use of tobacco products by Fire Department members is strongly discouraged.

G. Housekeeping.

You are responsible for good "housekeeping" in all Fire Department facilities. This responsibility is not limited to living quarters. It is important that a systematic and neat appearance be projected to guests who visit the Fire Department Premises.

H. Care and Use of Fire Department Property – Theft of Member Property.

You are responsible for reasonable care of Fire Department property. Fire Department property must be used only for Fire Department business, in an appropriate manner, and in accordance with all applicable Fire Department rules. Fire Department equipment, facilities and tools must not be used for any personal purpose, except with the Fire Chief's prior permission.

A member stealing Fire Department property or another member's property, or who abuses, misuses, or intentionally damages or destroys Fire Department property or another member's property, shall be subject to corrective or disciplinary action, up to and including immediate termination. Lost, stolen or damaged property must be reported immediately to your supervisor, who must promptly submit a written report to the Fire Chief.

You must return all Fire Department property, including uniform items and Fire Department identification materials and badges, immediately when your employment/volunteerism ends. Fire Department property that is not returned and that has not been reported as lost or stolen before your employment/volunteerism ends will be considered stolen and reported to appropriate law enforcement agencies.

You are responsible for your personal property while at work. The Fire Department is not responsible for any loss or damage to your vehicle or other personal property.

I. Conflicts of Interest.

Except as required by applicable law, you must not release to anyone outside the Fire Department any confidential information including, without limitation: any information about a member of the public or a Fire Department member (medical or otherwise); competitive bid data; local, regional or national security information; and any other information that might be used to the detriment of the Fire Department, its members or the public.

You must not allow other employment or activities to conflict with your duties to the Fire Department. You must immediately disclose a conflict of interest in writing to the Fire Chief or as otherwise required by applicable law. In the event of a conflict of interest, which conflict shall be determined in the Fire Chief's sole discretion, you must immediately cease the action causing the conflict or obtain a waiver of the conflict from the Fire Chief.

You are not permitted to conduct personal business or perform any activity for which you will receive any form of compensation from anyone other than the Fire Department, unless approved in advance by the Fire Chief and only if as such business activities does not interfere with Fire department's rules and operations, and does not, directly or indirectly, use any Fire Department funds, property or resources.

J. Personal Gain Prohibited.

You must not demand from any person(s) pay or other reward for services rendered as a Fire Department member. In addition, you must not accept any gifts or gratuities having a value in excess of \$25.00, unless the gift or gratuity is reported to and approved by the Fire Chief. You are prohibited from using your employment with/service to the Fire Department for personal gain. This policy does not apply to programs offered by or through the Fire Department.

K. Attendance and Punctuality.

You must report for duty on time. If you fail to report for duty on time without first notifying your supervisor, you may be subject to corrective or disciplinary action, up to and including termination. If you report late for duty or are absent, you must explain the reason for the tardiness or absence to your supervisor. You may be subject to corrective or disciplinary action, up to an including termination, for excessive tardiness or absenteeism.

L. Use of Cellular Telephones (Cell Phones).

1. Personal Use of Personal Cell Phones During Work Hours.

You must limit the use of personal cell phones to make or receive personal calls during work hours (0800-1700) or while engaged in any Fire Department duty or activity, to emergencies or pressing personal matters.

2. Fire Department Cell Phones.

Fire Department cell phones are to be used only when the length of information that needs to be relayed or received would be communicated best by telephone, rather than radio, or sensitive information needs to be communicated to various organizations, such as local fire departments and medical facilities, Fairplay Dispatch, law enforcement, EMS, CHEMTREC, and Poison Control.

Because the Fire Department is charged by the minute, it is essential that you keep all Fire Department cell phone calls to the minimum necessary to accomplish the task. If a hard-lined phone is available and conveniently located, the hard-lined phone should be used instead of a Fire Department cell phone. You should obtain permission from the apparatus officer before using an apparatus cell phone.

Fire Department cell phones are restricted to official use only. Official use is defined as any phone call that is necessary to mitigate an incident or to conduct normal Fire Department

business. In order to comply with applicable IRS regulations, the Fire Department expressly prohibits use of Fire Department cell phones for personal purposes; further, the Fire Department audits its monthly billing statements to determine if personal calls have been made using a Fire Department cell phone. If you make a personal call on a Fire Department cell phone, you will be required to reimburse the Fire Department for the cost of the phone call, plus a prorated portion of the monthly service charge.

3. Use of Cell Phones to Perform Fire Department Duties and Activities.

If you use your personal cell phone or a Fire Department cell phone to perform a Fire Department duty/activity, you must:

a. Not use the cell phone to send or receive calls while driving an emergency apparatus. You are prohibited from emailing or text messaging while driving a Fire Department Apparatus or your personal vehicle while performing a Fire Department activity. You may use a hands-free device while driving a Fire Department vehicle other than emergency apparatus, or while driving a personal vehicle in the performance of a Fire Department duty/activity; however, you are prohibited from emailing or text messaging while driving, even when using a hands-free device.

b. Be considerate of other people while using the cell phone, including but not limited to:

i. avoid using the cell phone in the presence of other people whenever possible;

ii. keep the call as short as possible;

iii. do not discuss confidential information during the call that could be overheard or intercepted by another person;

iv. do not speak in a loud voice or otherwise disturb other people; and,

v. use appropriate language.

M. Blogging, Social Networking, Letters to the Editor, and Other Forms of Public Expressions of Opinion.

Whether you choose to create or participate in a blog, wiki, social networking website, online photo sharing website, or other form of online publishing or discussion, send a letter to the editor, or engage in any other form of public expression or personal opinion (collectively, "public expressions of opinion") is your own decision; however, you must be careful not to violate any Fire Department rule, your duty of loyalty to the Fire Department or any other applicable law. In addition, you are prohibited from:

1. Conducting activities related to public expressions of opinion using the Fire Department's communications systems during work;
2. Representing any opinion or statement as the policy or view of the Fire Department, or its Directors, officers and members;
3. Making disparaging or defamatory comments about the Fire Department, or its Directors, officers, members, vendors, customers, or services; or,
4. Criticizing the Fire Department, or its Directors, officers or members instead of using the dispute resolution procedures contained in this Handbook.

Nothing in this section is intended to restrict or limit in any manner whatsoever your constitutional or common law right to comment upon matters of public concern, to the extent protected by, and consistent with, applicable law.

N. Communications with the Media - Release of Fire Department Records.

Please review SOP 221, entitled, *PIO/Media Policy* with respect to communications with the media concerning an emergency response. Except as authorized under SOP 221, Fire Department documents must not be released without the prior approval of the Fire Chief or Designee. Please review SOP 222 entitled, *Requests For Public Records And Assessing Charges For The Production Of Public Records*, for the policies and procedures applicable to producing Fire Department records to third parties.

Except as authorized by SOP 221 in connection with an emergency response, Fire Department members should not give interviews or make statements to the public regarding Fire Department matters without the Fire Chief's prior authorization.

O. Off-Duty Activities.

The Fire Department may take corrective or disciplinary action, up to and including termination, for your off-duty conduct that: relates to a bona fide occupational requirement or is reasonably and rationally related to your employment/service activities and responsibilities; or is necessary to avoid a conflict of interest or the appearance of such a conflict with any of your responsibilities to the Fire Department. Any questions involving this policy must be directed to the Fire Chief.

P. Visitors.

As part of the Fire Department's educational and community service efforts, the Fire Department encourages persons to visit the Fire Department Premises. Visitors or strangers who enter a station should be approached respectfully and their business ascertained. Visitors may not roam a station without supervision. Visits are to be pre-approved, if possible, by the officer in charge of the station that is to receive the visit. Visits by more than five persons must be pre-approved by the appropriate officer. Visits must not interfere with fire or emergency responses, or unduly

burden other Fire Department operations. Visit by a minor is prohibited without their guardian being present.

Q. Public Records.

The Fire Department has established SOP 222, entitled, *Requests For Public Records And Assessing Charges For The Production Of Public Records*, which sets forth the Fire Department's policy with respect responding to requests for public records from the Fire Department. You must read and comply with the SOP 222.

Section 5

EMPLOYEE COMPENSATION & WORK SCHEDULES

This Section 5 does not apply to volunteers, active retirees and auxiliary volunteers.

A. Work Schedules.

1. Administrative Employees.

Administrative employees work the schedules established by the Fire Chief. Lunch and breaks will be provided as District operations and business needs permit.

2. Full-Time Line-Employees.

a. Normal Work Hours.

Full-time line employees must report ready for duty at 0800 hours. All full-time line-employees coming on or going off duty are to meet at 0800 hours to pass along needed information. Full-time line-employees generally work 9 shifts in a 28-day work period. While shift coverage is 24 hours, full-time line-employees are general expected to work on the floor until at least 1700 hours. The Shift Commander may adjust this requirement based on expected responses due to weather, information received about potential emergencies, or other circumstances.

b. Early Relief.

With the approval of the on-duty Shift Commander, an on-duty full-time line-employee may be relieved by an on-coming full-time line-employee before the designated shift change. This early relief is voluntary and is treated as trading time for purposes of the FLSA, meaning it is not counted as time worked for payroll purposes. Early relief will not increase or decrease the number of hours worked for the participating full-time line-employees. Early relief must be noted in the daily log.

c. Personal Emergencies.

The Shift Commander may, in his/her discretion, release you from duty for a personal emergency. If you will be absent for two or more hours, the Shift Commander will arrange for an extra duty line-employee if needed for standard staffing.

d. Trading Time

Time trades allow full-time line-employees to be off-duty for important personal business

when PTO is not available. Time trades must not interfere with assigned work tasks. Full-time line-employees may trade as many shifts as needed in a year, as long as the trades are approved by both Shift Commanders and there is no abuse of the privilege. You must not be on scheduled duty for more than 72 straight hours due to a time trade. Time trades must be requested and approved using the *Variation in Hours* form.

To encourage the completion of job related college education degree requirements, full-time line-employees may use time trades for required class time. Such time trades must be for a degree program or other advanced course approved by the Fire Chief. Time trades for college and advanced education classes must be for the specific class period, including travel time, and be in whole hour increments such as 3 hours, 4 hours, *etc.* While these time trades are flexible to meet advanced education requirements, they must not interfere with scheduled work or become excessive or disruptive to Fire Department operations.

If you agree to work a shift through an approved time trade, you assume full responsibility for that shift. If you call in sick, injured or otherwise unable to work that shift, you will be charged the appropriate PTO. If no one reports for a shift at the prescribed time as a result of a time trade, the Fire Chief may impose corrective or disciplinary action against one or both full-time line-employees involved in the time trade as he/she deems appropriate.

A shift trade agreement does not have an effect on actual hours worked or benefits accrued by either full-time line-employee. Thus, for payroll purposes the full-time line-employee who was scheduled to work is the employee who receives compensation for that day, not the relief employee.

e. Mandatory Training & Education

You will be paid for attending a required training or class. If actual class hours, mandatory homework, and/or travel time exceed your regular scheduled duty hours, you will be paid for the additional hours. You will not be paid for meal periods or personal time. Attending a required training or class is considered time worked for payroll purposes. You must complete a *Variation in Hours* form if you attend a required training or class.

f. Recall of Off-Duty Line Employees

Off-duty full-time line-employees are encouraged to respond to emergencies as necessary while they are off-duty. Time must be recorded on a time sheet and will count toward the 212 hours threshold for purposes of determining overtime earned in that work period.

You will be paid from the time of the call until you are relieved from duty. If you are delayed in responding, you will be paid when you report for duty. You will be paid a minimum of one hour for responding to an off-duty alarm.

If periods of high alarm activity can be forecast due to storms, civil disturbance,

extremely dry weather or other unusual circumstances, the Shift Commander may recall line-members to staff one or more additional fire trucks.

3. Part-Time Firefighters.

Under the Fire Department's Part-Time Firefighter Program, Part-Time Firefighters are not hired to work regularly scheduled shifts. Instead, Part-Time Firefighters are placed on a "will-call" (P.R.N.) list to work on an as-requested basis to cover hours/shifts when the Fire Department's full-time line-employees are using PTO, ill or otherwise unavailable, or as otherwise necessary to meet the District's emergency services, operational and business needs. Part-Time Firefighter are not guaranteed any work in a given work period.

4. Schedules Subject to Change.

Work schedules for administrative employees and line-employees may change from time to time in the sole discretion of the Fire Department to meet its business needs.

5. Tardiness.

You must report for duty on time. If you are delayed and cannot report ready for duty by the prescribed time, you must call at the earliest possible time to alert Chief Staff of your delay. The amount of time you are late will be deducted from your wages for that day.

B. Time Cards & Time Sheets

You will be paid for all hours actually worked. You are responsible for timely and accurately entering your time on a time card or time sheet, as applicable. You are prohibited from completing the time record of another employee. Falsification of a time record may result in corrective or disciplinary action, up to and including termination.

C. Working Unscheduled Hours.

You are expected to work scheduled and unscheduled hours as necessary to meet the Fire Department's emergency services needs and maintain the Fire Department's efficient and effective administration and operation. The fact that you asked or have been required to work additional hours does not mean the hours are automatically overtime. Whether actual hours worked is overtime is determined by the FLSA. Non-exempt employees are prohibited from working unscheduled hours, unless: (1) a supervisor orders or asks you to work the unscheduled hours; or, (2) you ask and receive prior approval from your supervisor to work the unscheduled hours.

D. Regular Pay Procedures.

1. Payment.

The Administrative Assistant is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation. You will be

paid every other Wednesday. If the regular pay day falls on a holiday, you will be paid on the last day the Fire Department office is open for business before the regular pay day. You must receive the Fire Chief's prior approval to enter time that was not reported on a time card at the time of payroll processing.

2. Payroll Deductions -Generally.

The Fire Department is required by law to make certain deductions from your pay, including those for Federal and State taxes, and Medicare. By separate agreements, you also authorize deductions for pension, health insurance premiums, and death and disability insurance premiums. Other deductions can only be made at your specific request and agreement. Payroll deductions also may be made from your pay pursuant to a separate written agreement with the Fire Department for the replacement cost of lost, destroyed or unreturned Fire Department property upon termination of your employment, court-ordered garnishments, or as otherwise provided in this Handbook.

3. Exempt Employee Deductions.

If you are an exempt employee, your pay may be subject to deductions for absences from work of one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability, if the deduction is made in accordance with the Fire Department's disability benefit plan and PTO policy; to offset amounts you receive as jury or witness fees, or for military pay; for a fine for violating a major safety rule; or for suspensions without pay of one or more full days for violations of a major safety rule, the Fire Department's anti-discrimination/anti-harassment policies, and/or the Fire Department's workplace anti-violence policy. You will only be paid a pro rated amount of your salary for the initial or last week of employment, if you do not work the entire week.

4. Improper Payroll Deductions.

The Fire Department prohibits improper deductions from the salary of an exempt employee or the wages of a non-exempt employee. If you believe an improper deduction has been made to your salary or wages, you must immediately report this information to the Fire Chief. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made, and the Fire Department will provide you good faith assurances that the improper deduction will not occur again.

E. Overtime Pay Procedures.

1. General Overtime Policies.

The Fire Department has the right to require its employees to work overtime if necessary in the Fire Department's sole discretion. If possible, overtime will be approved in advance by the Fire Chief or a Designee, and you will be given advance notice. Recalled non-exempt full-time line-employees will be paid overtime for actual hours worked during the recall. The time a line-employee actually spends preparing for and testifying as a witness in a Fire Department-related

matter counts as actual hours worked. Time off taken through use of PTO is not counted as actual hours worked for purposes of calculating overtime compensation. Similarly, your voluntary participation in an educational program, regardless whether it is subsidized by the Fire Department or any federal, state, local or agency, is not actual hours worked.

2. Overtime Pay for Non-Exempt Employees.

A non-exempt employee will receive compensation for overtime worked in accordance with the FLSA. In general, an administrative employee will receive compensation for overtime at the rate of 1½ times his/her regular hourly rate of pay for all actually hours worked in excess of 40 hours in a workweek. A non-exempt line-employee will be paid overtime at the rate of 1½ times his/her regular hourly rate of pay for all actually worked in excess of 212 hours in a 28-day work period.

Section 6

BENEFITS

NOTICE: Except for benefits required by applicable law, the Board has the right to modify, add to or eliminate any benefit contained in this Handbook, including this Section 6, subject to compliance with any requirements of applicable law.

A. Member Benefits.

The following benefits are available to all eligible members.

1. Expense Reimbursement.

a. Accountable Plan Policy

All expense reimbursements and allowances of the Fire Department must comply with the Internal Revenue Service ("IRS") "accountable plan" requirements. The following three criteria must be satisfied in connection with all expense reimbursements and allowances, whether made as an advance, after-expense reimbursement, *per diem*, allowance or otherwise:

- i. There must be a connection between the expenditure and the Fire Department's business;
- ii. You must substantiate every expense (*i.e.*, you must verify the date, time, place, amount and business purpose of all expenses). Receipts are required unless the reimbursement is made on a *per diem* basis; and
- iii. Excess reimbursements, *per diems*, advances or allowances must be returned to the Fire Department within a reasonable period of time.

The Fire Department uses the "periodic statement method" for meeting the IRS requirements of timely substantiation and return of excess reimbursements, allowances, *per diems* and advances. Under this method, in each quarter of a calendar year the will Fire Department issue a notice requiring you to return all excess reimbursements, allowances, *per diems* and advances within 120 calendar days of the issuance of the notice. You must comply with the quarterly notices issued by the Fire Department.

2. **Working Condition Fringe Education Expense Reimbursement Policy ("Education Expense Reimbursement Policy").**

- a. All benefits provided under this Educational Expense Reimbursement Policy shall at all times comply with applicable IRS regulations and shall not constitute taxable income to the Fire Department's members.
- b. The Fire Department may reimburse a volunteer for all or a portion of the costs of tuition, transportation, meals, books, supplies or other materials only when the training/education is essential to his/her training as a Fire Department volunteer or when attending the training/education is intended to teach him/her to perform efficiently the volunteer services for the Fire Department.
- c. To qualify under this Education Expense Reimbursement Policy, a member's education/training must be job-related and either: (i) required by the Fire Department or applicable law for a member to maintain his/her present salary, status or position; or, (ii) maintains or improves the member's skills in his/her present position. Training/education necessary for a member to renew or maintain a certification required for his/her current position will qualify under the Fire Department's Expense Reimbursement Policy (e.g., renewal of FF1, Hazmat-Operations level, EMT-B, etc.).
- d. If training/education qualifies under this Education Expense Reimbursement Policy, the Fire Department may, in the Fire Chief's discretion, reimburse a member for tuition, books, supplies, and equipment; certain transportation and travel costs; and, other education expenses, such as costs of research and typing when writing a paper is part of an educational program.
- e. **Under no circumstances will a member receive a payment/reimbursement under the Educational Assistance Program (discussed below) and this Education Expense Reimbursement Policy for the same education/training related cost or expense (i.e., no "double dipping").**
- f. Most travel expenses, with the exception of meals, will be paid in advance using either the Fire Department's credit card or through purchase orders. These expenses include the cost of the training/class, accommodations, lodging, etc. If a member uses a personal vehicle, the Fire Department may pay mileage according to the latest IRS mileage reimbursement rate.
- g. Meals and Incidental Expenses. Because lodging is typically pre-paid, the Fire Department applies the federal Meal and Incidental Expense rate (M&IE) for the day and locality of travel in accordance with applicable IRS rules and the rates established by the U.S. General Services Administration ("GSA") from time to time. Receipts are not required for meals and incidental expenses; however, the member still must substantiate the business purpose and travel

days; excess *per diem* allowances must be returned to the Fire Department in accordance with its accountable plan policy stated above (example – a member receives a *per diem* for 3 travel days, but actually has only 2 travel days. A day of *per diem* must be returned).

3. **Educational Assistance Program.**

a. **Generally.**

- i. All benefits provided under this Educational Assistance Program shall at all times comply with applicable IRS regulations and shall not constitute taxable income to the Fire Department's members.
- ii. All members must adhere to the procedures necessary to schedule, attend, document and pay for any Mandatory Education/Training or Elective Education/Training, including tuition, books and materials, travel, lodging, and meals, as applicable. Education/training classes, travel arrangements and other accommodations must be arranged with the best interests of the Fire Department in mind and in the most fiscally responsible manner possible.
- iii. All Fire Department members participating in Mandatory Education/Training or Elective Education/Training are required to conduct themselves in a professional manner at all times.
- iv. The Fire Chief's decision shall be final on any issues that arise with respect to this Educational Assistance Program.
- v. All members must comply with the SOP 303, *Education/Training Approvals*.

b. **Volunteers.**

- i. The FLSA imposes significant restrictions on the education/training the Fire Department may provide its volunteers. The Fire Department may only pay/reimburse volunteers for the costs of tuition, transportation, meals, books, supplies or other materials incurred in attending classes that are essential to their training as volunteers for the Fire Department or that are intended to teach them to perform efficiently the services they provide or will provide as volunteers for the Fire Department.
- ii. Mandatory Education/Training and Elective Education/Training only apply or are available to volunteers when they are intended to teach them to perform efficiently the services they provide or will provide as volunteers, or when it is essential to their training as volunteers for the Fire Department.

c. Educational Assistance Program.

i. Mandatory Education/Training

- A. All training not expressly designated by the Fire Department as Mandatory Education/Training shall be Elective Education/Training.
- B. The Fire Department will pay the tuition/registration, books and course materials for Mandatory Education/Training. Meals, travel and lodging are *not* covered under the Fire Department's Educational Assistance Program, but may be covered under its Education Expense Reimbursement Policy discussed above.
- C. Employee Compensation. The FLSA rules for compensating employees for Mandatory Education/Training are complex and difficult to apply. In order to simplify recording, processing and payment for such time, and to establish simple guidelines for its employees to follow, the Fire Department has voluntarily elected to provide compensation in accordance with the following policies, which meet or exceed the FLSA requirements:
 - 1. The Fire Department will pay an employee for actual travel time incurred in attending Mandatory Education/Training, actual hours he/she spends in a class or training, and for actual hours spent completing homework required by the course instructor (if any), regardless whether it occurs when the employee is on-duty or when the employee is off duty, subject to the following exceptions:
 - a. If the Mandatory Education/Training occurs when the employee is on-duty, the Mandatory Education/Training and associated travel time will be covered by the employee's normal base salary (except Commute Time, which is discussed below).
 - b. The Fire Department will not pay for the employee's Commute Time. If the actual travel time to the Mandatory Education/Training is greater than the employee's normal Commute Time, the Fire Department will pay for the portion of the travel time that exceeds the Commute Time.
 - c. The Fire Department will not pay for time spent in travel away from home outside regular working hours as a passenger on an airplane, train, boat, bus or automobile.
 - 2. **Under no circumstances is an employee permitted to count his/her regularly scheduled shift and travel time as separate**

actual hours worked for the same time period (*i.e.*, attempting to obtain double pay for the same hours).

3. An employee attending Mandatory Education/Training must record the actual time (not shift time) spent in training (including mandatory homework) on his/her time sheet and make a notation about the training (wildland training, structure training, EMS training, *etc.*). Do not include free time such as lunch unless being trained while eating (working lunch). The employee's travel time also must be entered on the timesheet. Do not include meal breaks or travel time spent as a passenger on an airplane, train, boat, bus or automobile.

ii. Elective Education/Training

- A. Because Elective Education/Training is purely voluntary, an employee will not be paid for attending Elective Education/Training, regardless whether the Fire Department, in its sole discretion, chooses to pay all or a portion of the cost of the education/training.
- B. Reimbursement for meals, travel and lodging for Elective Education/Training is not covered under the Fire Department's Educational Assistance Program, but may be covered under its Expense Reimbursement Policy discussed below.

4. **Leaves**

a. **Voting Leave.**

Under most circumstances, it is possible for a member to vote either before or after work. If it is necessary, however, for the member to arrive late or leave work early in order to vote in an election, the member must make arrangements with his/her supervisor no later than the regularly scheduled workday before the Election Day on which the member desires to vote. The Fire Department will grant time off to vote in accordance with applicable law.

b. **Funeral Leave.**

Employees, volunteers, and active retirees will be granted up to four consecutive 8-hour or 9-hour shifts off from work, or two 24-hour shifts off from work, as applicable in the event of the death of an immediate member of the individual's family, including spouse, children, parents, siblings or children of the member's spouse. The leave will be with pay for full-time employees.

The Fire Chief or a Designee, may in his/her sole discretion, grant full-time employees, volunteers and active retirees up to nine hours of leave to attend the funeral of distant family members (*i.e.*, cousins, aunts, uncles, *etc.*). The leave will be with pay for full-time employees.

Requests for bereavement leave should be made to the Fire Chief or a Designee.

c. Jury Duty

If you are called for jury duty you will be granted leave. Employees will be granted the leave with pay for the first three days, less the amount of jury fees received by the employee. To qualify for jury duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must submit proof of jury service to your supervisor after the jury duty is completed. If you are excused from jury duty, you must return to work immediately during your usual work hours. The Fire Department will not attempt to have your jury service postponed except when business conditions necessitate.

d. Witness Leave.

If you are subpoenaed to provide deposition testimony or appear in court on a Fire Department-related matter, you must immediately notify your supervisor. An employee will be paid for the time necessary to comply with the subpoena whether the employee is on or off-duty. If you are subpoenaed to appear at a deposition or in court as a witness in a non-Fire Department matter, you will be permitted to take time off to testify. Employees must use accrued leave first, and the balance of the leave will be unpaid. You must furnish a copy of the subpoena to your supervisor. If you are excused from witness duty, you must return to work immediately.

e. Administrative Leave.

The Fire Chief may, in his/her discretion, immediately place a member on administrative leave for any reason. While on administrative leave, you must not participate in any Fire Department duties, responses, activities, or training. The administrative leave will be with pay for employees, unless the Fire Chief determines the leave will be unpaid.

f. Personal Leave of Absence

You may request a leave of absence for a period not to exceed six months from the date of approval. You must submit a written request for a leave of absence to the Fire Chief at least five business days before the start of the requested leave. A leave of absence may only be granted by the Fire Chief, in his/her sole discretion, and on such terms and conditions as the Fire Chief determines, in his/her sole discretion. All Fire Department property must be returned to the Fire Department before beginning the leave. Subject to applicable law, you are not guaranteed a job or volunteer/reserve position upon returning from a leave of absence. The Fire Chief will determine if you will be reinstated to your former position or

another position based upon such factors as the availability of a position, the Fire Department's financial condition, your standing at the time you took the leave, your prior length of employment/service, and the length of leave taken. The Fire Chief also will determine if you must meet any specific fitness training or other requirements as a condition of reinstatement.

g. Military Leaves of Absence.

Leaves of absence for military duty and training will be granted to all members in accordance with applicable law. If you are called to active military duty or to reserve or National Guard training, or you volunteer for the same, the Fire Department requests that you submit a copy of your military orders to your supervisor as soon as practicable. Your eligibility for reinstatement after military duty or training will be determined in accordance with applicable law. Military leaves of absence for employees will be with pay for the first 15 workdays (eight hours per day) in a calendar year. Pursuant to a separate written agreement with the employee, the amount of the employee's pay will be offset by the amount of military pay he/she receives for the same days for which paid leave was provided.

5. Injury Leave -Workers' Compensation Insurance

a. Reporting On the Job Injuries – Providers

The Fire Department provides Workers' Compensation Insurance to all members. If you suffer a work related injury, illness or exposure, you must submit a written report to your supervisor within four working days of the injury, illness or exposure. If you contract an occupational disease as a result of your work for the Fire Department, you must submit a written report of the occupational disease to your supervisor within 30 days after the first distinct manifestation of the occupational disease. Failure to follow these procedures may jeopardize your right to workers' compensation benefits. Questions regarding workers' compensation insurance claims should be directed to the Fire Chief.

The Fire Department has prepared the statutorily required list of treating physicians who are the Fire Department's designated providers and will provide this list to any member who is injured at work, and to any other member upon request. The Fire Department will provide this list within 7 business days of when the Fire Department has notice of the injury. If an emergency prevents the Fire Department from providing this list to an injured member within that time, the list will be provided as soon as the emergency ceases.

To assist in selecting a provider, you may submit a written request to the Fire Department for disclosure of ownership interest and employment relationships from any of the designated providers. A form is available in the Fire Department's administrative office to assist you in obtaining the information. If you are injured on the job, you may submit a one-time notice to change the treating physician by choosing another name from the list, provided that the notice to change is submitted within 90 days after the date of injury, but before you reach Maximum Medical Improvement. A form is available in the Fire

Department's administrative office. Nothing in this paragraph prohibits you from submitting a written request to change physicians pursuant to C.R.S. 8-43-404(5)(A)(VI).

In addition to complying with this Section 5, all members must comply with SOP 220, entitled *Work Comp Management*.

b. Fitness to Return to Duty

As stated in Section 2(Q), you may be required to obtain a physician's certification that you may return to work and may be required to complete a fitness for duty examination to determine your ability to perform the essential functions of your position. You also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

B. Employee Benefits.

The following benefits are available only to eligible employees.

1. Family and Medical Leaves of Absence.

As a public entity, the Fire Department is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA; however, the Fire Department need only provide FMLA leave (*i.e.*, 12 weeks of unpaid leave) to "eligible employees," which the FMLA defines as those employees who, among other requirements, are employed at a worksite with 50 or more employees (not including volunteers) within 75-miles of that worksite. Because the Fire Department does not employ 50 employees, no employees are eligible for FMLA leave at this time.

2. Paid Time Off (PTO).

Full-time employees accrue PTO each year according to the following schedule. You may use PTO for vacations, sickness, personal matters, or any other reason. Once you reach the total accrual limit ("cap") stated in the schedule below, you will stop accruing PTO until you use some of the PTO. PTO will not be granted in advance of its accrual. A staffing/scheduling calendar is maintained in the fire station for scheduling days off, PTO, educational leave and other absences.

Accrual Schedule

Date of hire through end of 5th year of employment	9.6 hours per pay period	Total Accrual Limit: 288 hours
Beginning of 6th year of employment end of 10th year of employment	12 hours per pay period	Total Accrual Limit: 360 hours
Beginning of 11th year of employment and every subsequent year	14.4 hours per pay period	Total Accrual Limit: 432 hours

In general, only one line-employee may take PTO each duty day. PTO requests should be submitted to the Shift Commander as far in advance as possible in order to avoid conflicts in scheduling, but must, at a minimum, be submitted at least two duty days before the effective date. PTO requests are granted on a first-come-first served basis, subject to the Fire Department's scheduling and operational needs. Line-employees must use the *Variation in Hours* form to request use of PTO for any purpose; the form must be completed and approved by the Shift Commander and the Fire Chief before use of PTO is approved. Line-employees are responsible for ensuring they do not exceed the applicable cap on PTO accrual.

A line-employee who cannot report for duty due to sickness, injury or other approved reason must notify the Shift Commander on-duty no later than 0600 hours to facilitate extra duty personnel to be called and to ready by the prescribed shift change time. The line-employee must complete a *Variation in Hours* form for leave approval on the first duty shift the line-employee returns to work.

3. Leave for Involvement in Child's Educational Activities.

Employees should make a reasonable attempt to schedule any academic activities related to their children outside of regular work hours, and schools are to make reasonable efforts to accommodate working parents. Where such activities cannot be scheduled outside of working hours, the Fire Department will provide each full-time non-exempt employee up to 6 hours per month (up to a maximum of 18 hours in an academic year) of unpaid leave to participate in the academic activities of the employee's child or any child for whom the employee has primary legal responsibility. Part-time non-exempt employees also are eligible for leave in an amount pro-rated to the number of hours worked. For example, if full-time employees typically work 40 hours per week and a part-time employee works 20 hours per week, the part-time employee would be entitled to up to 3 hours per month (or a maximum of 9 hours in an academic year).

Eligible academic activities include meetings or conferences regarding the child in grades K-12, including parent-teacher conferences; meetings related to special education services; a response to intervention; and, meetings or activities to address dropout prevention, attendance, truancy, or disciplinary issues.

Leave may be taken in no longer than 3-hour increments. You must provide at least one week's advance notice of the need for leave. The request for leave must be accompanied by written verification from the school of the academic activity. If a situation arises where advance notice cannot be provided, you must provide notice as soon as you are aware of the need, and provide the necessary written verification upon return to work. The Fire Department may deny a leave request in cases of emergency or other situations that may endanger a person's health or safety, or result in the Fire Department's inability to provide emergency services.

You may chose to use accrued vacation leave for such leave rather than take unpaid leave. Time spent on leave will not be treated as actual hours worked for purposes of calculating overtime. Leave may not be carried over from academic year to academic year.

4. Holidays.

The Fire Department recognizes the following designated holidays for administrative employees. Administrative employees are not required to work on these days.

New Year's Day (January 1st)
President's Day (third Mon. in Feb)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Colorado Day (first Monday in August)
Labor Day (first Monday in Sept.)
Veterans Day (November 11th)
Thanksgiving Day (fourth Thurs. in Nov.)
Friday after Thanksgiving
Christmas Day

When a designated holiday falls on a Sunday, the following Monday is observed. When a designated holiday falls on a Saturday, the preceding Friday is observed. If you work a designated holiday, you will be paid 1½ times your then-current regular pay rate.

5. Health Insurance.

The Fire Department provides health insurance to its full-time employees. Currently, the Fire Department pays the entire premium on your behalf. The Fire Department also will pay the premium for covering your spouse and children under the Fire Department's health insurance, but only if your spouse and/or children are not covered by another health insurance plan.

6. Short-Term and Long-Term Death and Disability Insurance.

The Fire Department currently does not provide short-term disability to its employees. Full-time employees are eligible for long term death and disability insurance, which is provided through Fire and Police Pension Association (FPPA).

7. 457 Plan.

Eligible employees also may participate in a 457 Plan sponsored by the Fire Department and administered by the Fire and Police Pension Association (FPPA). The Fire Department does not provide matching contributions. Specific details on the 457 Plan are available from the Administrative Assistant. Plan participation and benefits are subject to FPPA's rules and regulations.

8. Retirement Benefits.

Full-time line-employees are eligible to participate in the FPPA administered Defined Benefits Plan beginning on the first of day employment. Specific details on the retirement plan are

available from the Administrative Assistant. Plan participation and benefits are subject to FPPA's rules and regulations.

Non-line employees of the Fire Department are not eligible to participate in the pension plan. Social Security taxes will be deducted from non-employee paychecks.

9. Unemployment Insurance.

The Fire Department Board has elected to be responsible for unemployment benefits as provided by the Colorado Employment Security Act.

C. Volunteer Benefits.

In addition to the intangible benefits derived from providing service to the community and gaining invaluable training and experience, the Fire Department provides the following benefits to its volunteers.

1. Volunteer Pension.

Volunteers are eligible to participate in the Fire Department's Volunteer Firefighter Pension Fund, which was established pursuant to, and is governed by, the Colorado Volunteer Firefighter Pension Act, Colorado Revised Statutes §31-30-1101, *et seq.* Active retirees and auxiliary volunteers are not eligible to participate in the Pension Fund. Volunteers are vested after 10 years service at a 50% monthly benefit, with the other 50% benefit prorated for years of service between 10 and 20 years. A volunteer is eligible to begin receiving the benefit payments at 50 years of age. As of January 1, 2007, the 100% benefit for 20 years of volunteer service is \$475.00.

2. Accident and Sickness Insurance.

Volunteers are provided \$150,000 in accident and sickness insurance through the Fire Department's insurance carrier. Please see the plan documents for specific information on this insurance.

3. Uniforms and Safety Equipment.

Volunteer may receive uniforms and other safety equipment from the Fire Department at no cost, however, unless otherwise specified, this property is on loan to the volunteer and is expected to be well maintained and returned when you leave the Fire Department.

4. Training.

Subject to the Fire Department's budgetary restrictions, volunteers receive training without cost.

5. Bulk Propane Discount.

Currently, volunteers receive a discount on the cost of purchasing propane through the vendor from which the District purchases its propane.

6. Vehicle Tire Discount.

Through a state sponsored program, volunteers may receive a discount on the purchase of tires for their vehicles.

Section 7

VOLUNTEER FIREFIGHTER PROGRAM

The Fire Department limits volunteers to a total of thirty firefighters.

A. General Eligibility Requirements.

To be eligible to participate in the Volunteer Firefighter Program, an applicant must possess the minimum qualifications set forth in the Volunteer Firefighter Position Description, as amended from time to time

B. Probationary Period.

A newly appointed volunteer is on probation for a period of six months from the date he/she is accepted into the Volunteer Firefighter Program. The Fire Chief may extend the probationary period up to an additional 180 days. You will receive an ID card and appropriate Fire Department apparel. During the probation period, you will have the opportunity to demonstrate and apply the knowledge, skills and abilities acquired. You must strictly comply with all requirements as specified in this Section, and all other provisions of this Handbook. You will participate in alarm responses, training and other Fire Department activities, subject to limitations prescribed for each type and level of certification. Upon successful completion of the probationary period, you will be released into the Volunteer Firefighter Program without restrictions.

C. Staffing and Response Requirements.

Volunteers are integral in the Fire Department's operations; however, the Fire Department also believes it is important to minimize the amount of interference in a volunteer's personal life to the extent practicable. To meet these competing goals, the Fire Department has determined that volunteers are needed for two primary functions:

1. To respond to major emergencies, including fires, mass casualty incidents, hazardous materials incidents and some rescues.
2. To augment on-duty crews by creating 3 and/or 4 person engine companies.
3. Participate in public events, such as Fire Prevention Week and Open House.

The following staffing requirements are established to try and balance the needs of the Fire Department with the volunteer's needs.

All volunteers must sign up for and work a minimum of 24 hours on shift per month. This is defined as two 12-hour shifts. Volunteers are encouraged to sign up in advance of the day they wish to work a shift. In order to maximize volunteer augmentation on all shifts during a month, whenever possible only one volunteer should sign up for a shift.

Volunteers also are asked to maintain communication with the Fire Department and respond to significant events when they arise. Without the response of volunteers, the Fire Department's service to the citizens is greatly hampered.

If you would like to work more than two shifts a month, you are encouraged to do so!

D. Training.

The Colorado Volunteer Firefighter Pension Act, (CRS §31-30-1101, *et. seq.*) requires you to complete a minimum of 36 hours of training annually to be eligible to participate in the Fire Department's Volunteer Firefighter Pension Fund. The Fire Chief may, at times, require additional training to meet the Fire Department's response needs.

You must attend the training on the first Thursday of each month. Unexcused absence from two consecutive trainings will result in a review by the Fire Chief, which may result in corrective or disciplinary action, up to and including termination. Excused absences may be granted only by the Fire Chief or Assistant Chief.

E. Decorum.

Volunteers must be of good moral character. The trust placed in this position by the Fire Department and the public requires all volunteers to conduct themselves in a manner that reflects positively on the Fire Department. You must not accept special rates or discounts, unless previously approved by the Fire Chief or a Designee. You also must treat the public and other Fire Department members with courtesy and respect. Reports of misconduct will be investigated and may result in corrective or disciplinary action, up to and including termination.

F. Corrective Actions and Disciplinary Actions.

In addition to the causes for corrective action or discipline set forth in Section 8, or elsewhere in this Handbook, you may be subject to corrective or disciplinary action, up to and including termination, for failing to:

1. Work the minimum shifts or meet the minimum response requirements, as evaluated quarterly.
2. Attend mandatory training and meetings.
3. Pass required certification examinations and maintain required certifications.
4. Maintain satisfactory performance.

G. Other Fire or Ambulance Department Affiliation.

If you become affiliated with another fire protection district, fire department or ambulance provider, as either an employee or a volunteer, you must within 30 days of such affiliation obtain a letter from the Fire Chief of the fire department or fire protection district, or the Manager of the ambulance provider, authorizing your continued participation in the Fire Department's Volunteer Firefighter Program.

Section 8

CORRECTIVE ACTIONS

A. Corrective Actions Are Not Discipline and Are Not Progressive.

Corrective actions are not discipline. A corrective action is intended to notify you of conduct that is not in conformance with the Fire Department's rules or applicable law, or otherwise is inappropriate or deficient, so you can promptly take appropriate action to ensure the conduct does not occur again.

The Fire Department does not have a progressive or step-corrective action or discipline policy. The Fire Department will impose the corrective action it deems appropriate under the specific facts and circumstances. Probation and/or an action plan may be imposed as part of a corrective action. In imposing a corrective action, the Fire Department may consider any prior corrective or disciplinary action imposed against you. While a corrective action is not a disciplinary action, it can form the basis for a disciplinary action. In accordance with the Fire Department's policy against progressive discipline, the Fire Department has no obligation to take corrective action before taking disciplinary action, up to and including termination.

B. Oral and Written Corrective Actions.

1. Oral Corrective Actions.

An oral corrective action may be imposed at any time by any supervisor. The supervisor issuing the oral corrective action must document it with a written note or memo placed in the member's personnel file. A copy will be given to you.

2. Written Corrective Actions.

A written corrective action may be imposed at any time by any supervisor. You will be given a copy of the written corrective action. You must meet and discuss the written corrective action with the supervisor and acknowledge in writing that you discussed the written corrective action with the supervisor. The written corrective action and your acknowledgement will be placed in your personnel file.

3. Corrective Action Requirements.

A supervisor may impose any reasonable duty or condition upon you that is reasonably designed to correct the deficient or inappropriate conduct, including, but not limited to, prohibiting you from engaging in the misconduct again, probation and/or an action plan. The supervisor cannot impose any form of discipline as part of a corrective action.

C. Corrective Actions by the Fire Chief.

The Fire Chief may issue a corrective action to you at any time, using the procedures for oral and written corrective actions in Section 8(B) above. The Fire Chief's corrective action cannot be appealed to the Board.

D. Board Corrective Actions to the Fire Chief.

The Board has complete discretion to issue a corrective action to the Fire Chief at any time, using such procedures as it deems appropriate.

Section 9

DISCIPLINE AND TERMINATION

A. Discipline.

Discipline is an action taken against you for violating a supervisor's verbal/written order or direction, a Fire Department rule, or applicable law, which involves one or more of the actions described in Section 9(C) below.

1. At Will Employment/Service; No Progressive Discipline

The Fire Department does not have a progressive or step-discipline policy. You are "at will" and may leave the Fire Department at any time. The Fire Department also may terminate you at any time, with or without cause, subject only to the requirements of applicable law.

2. Discipline of a Volunteer, Auxiliary Volunteer or Active Retiree.

The Fire Chief will determine the timing and procedure for discipline of a volunteer, auxiliary volunteer or active retiree taking into consideration the nature and severity of the misconduct. The Fire Chief's determination will be made on a case-by-case basis and may vary from one situation to another depending on the facts and circumstances surrounding each situation.

3. Reporting Violations.

You must promptly report a violation of this Handbook or other Fire Department rule, applicable law, an SOP, or other alleged member misconduct to your supervisor or the Fire Chief.

4. When Discipline May Be Imposed.

Discipline may be imposed for violating a supervisor's verbal/written order or direction, any Fire Department rule, including but not limited to, violating this Handbook or an SOP, any applicable law, or for unsatisfactory or deficient performance of duties.

B. Discipline Procedure.

1. Two Supervisors Rule.

Whenever a supervisor is conducting a disciplinary meeting, a second supervisor must be present. This may be the Fire Chief, Assistant Chief or other Chief Staff as needed.

2. Notice of Recommended Discipline and Meeting.

Your supervisor will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior corrective actions or discipline. If, based upon all of the facts and circumstances, the supervisor believes discipline is warranted, the supervisor may recommend one or more of the following forms of discipline:

- a. Probation;
- b. Action Plan;
- c. Suspension;
- d. Suspension without pay;
- e. Fine;
- f. Leave Reduction;
- g. Demotion; or
- h. Termination.

Exempt Employee Limitations: In order to comply with the FLSA "salary basis" requirements, the following limitations apply to disciplinary actions against FLSA exempt employees:

- a. A fine can be imposed against an FLSA exempt employee **only** for violations of a safety rule of major significance. An exempt employee cannot be fined to reimburse the Fire Department for lost or damaged Fire Department equipment or property;
- b. An FLSA exempt administrative employee can be suspended without pay for more than one workweek (no partial workweeks) for any act or omission forming a basis for discipline under this Handbook, an SOP, any other Fire Department rule or applicable law;
- c. An FLSA exempt line-employee can be suspended without pay for more than one work period (no partial work periods) for any act or omission forming a basis

for discipline under this Handbook, an SOP, any other Fire Department rule, or applicable law; and,

d. An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the Fire Department's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

The supervisor will provide you with a written *Notice of Recommended Discipline* that contains: (a) a brief, reasonably specific, written statement of your wrongful conduct; (b) the supervisor's order or direction, Fire Department rule, SOP, or applicable law you are alleged to have violated; and, (c) to the extent practicable, the time, date, and place where the alleged acts took place, and the names of witnesses.

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 6 business days of your receiving the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 6-day period due to unavailability, the meeting shall occur with you as soon as practicable. Before the meeting, you may submit a written response to the *Notice of Recommended Discipline* in accordance with Section 9(B)(2), below.

The *Notice of Recommended Discipline* may be given to you in person, or mailed to your last known residential address, which residential address you keep current pursuant to Section 2(I) of this Handbook.

3. Written Response.

You will have 3 business days after the *Notice of Recommended Discipline* is given to you in person or mailed in which to submit a written response; provided, however, that your response must be submitted to the supervisor at least 12 hours before you meet with the supervisor to discuss the *Notice of Recommended Discipline*.

4. Supervisor's Recommendations to the Fire Chief.

After meeting with you and considering your written response, if any, the supervisor will either (a) submit written recommendations of discipline to the Fire Chief, or (b) withdraw the disciplinary action.

5. Fire Chief's Decision on Recommendations Final.

The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue a written decision on the supervisor's recommendations within 10 business days of receiving the recommendations or as soon thereafter as practical. The Fire Chief's decision is the final decision of the Fire Department for all purposes. You must not attempt to appeal a disciplinary action directly to the Board under any circumstances. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

6. Disciplinary Action by the Fire Chief.

The Fire Chief may, at any time, commence disciplinary action against you. The Fire Chief will provide you with a *Notice of Intended Discipline* that contains the information set forth in Section 9(B)(2), above. You must meet with the Fire Chief to discuss the discipline being considered. You may provide a written response as provided in Section 9(B)(3), above. The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue his/her decision within 10 business days of meeting with you, or as soon thereafter as practicable. The Fire Chief's decision will be the final decision of the Fire Department for all purposes. You must not attempt to appeal a disciplinary action directly to the Board under any circumstances. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

7. Personnel File.

Any disposition of a disciplinary action shall be placed in your personnel file.

8. Board Discipline of the Fire Chief.

The Board has the sole discretion with respect to imposing discipline against the Fire Chief. The Fire Chief is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Fire Chief's status as an at-will employee serving at the pleasure of the Board. The Board may place the Fire Chief on administrative leave, with or without pay, in its sole discretion, while the disciplinary action is pending. The Board will, to the extent practicable, in compliance with the Colorado Sunshine Law, and its ability to schedule regular or special meetings, follow the procedures contained in Sections 9(B)(2) & (3), above. The Fire Chief and the Board will meet to discuss the discipline being considered. The Fire Chief may submit a written response, which must be submitted to the Board members at least 24 hours before the meeting. The Board will issue its final decision on the discipline as soon after the meeting as reasonably practicable.

C. Termination Due to Job Elimination.

The Fire Chief may terminate you as a result of the elimination of your position. The Fire Chief will provide you with a written *Notice of Intent to Eliminate Position*, which will state the reason(s) for eliminating the position, and a date and time for you to meet with the Fire Chief to discuss elimination of the position. You may provide a written response at least 12 hours before the meeting to discuss elimination of the position. As soon as practicable after the meeting, the Fire Chief will issue a final decision on elimination of the position.

D. Termination for Reasons Other Than Discipline or Job Elimination.

The Fire Chief, on his/her own initiative or upon a supervisor's recommendation, may terminate you for other than discipline or job elimination, where the Fire Chief finds it is in the best interests of the Fire Department, its members and/or the citizens and property it serves, including your goals and needs are inconsistent with the Fire Department's goals and needs, you are not integrating into the Fire Department's work force, operations or administrations, or attitude or behavioral problems that,

while perhaps not rising to a level requiring discipline, are not in the best interests of the Fire Department, its members and/or the citizens and property it serves. In such circumstances the supervisor (if supervisor recommendations are involved) and the Fire Chief shall follow the procedures set forth in Section 9(B), above.

Section 10

DISPUTE RESOLUTION PROCEDURES

A. Scope.

This Section 10 does not apply to any aspect of any corrective action, disciplinary action or termination of employment/service, or any personnel decision relating to payroll, appointment, hiring, promotion, or performance reviews, or any action a member perceives as illegal discrimination, harassment, or retaliation. Such matters must be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Handbook.

B. Informal Problem Resolution.

You must first address the supervisor or other member with whom you have the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, you may utilize the dispute resolution procedures set forth in Section 10(C), below.

C. Dispute Resolution Procedures.

After satisfying Section B above, you may submit a written dispute to the Fire Chief or if the dispute involves the Fire Chief to the Board President.

1. You must submit your written dispute within 6 business days of the issue or event that is the reason for the dispute. The written dispute must be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief, the sealed envelope must be marked "Confidential Dispute Resolution for the Fire Chief." If the dispute is being submitted to the Board, then the sealed envelope must be marked "Confidential – Dispute Resolution for the Board President." In either case, the sealed envelope must be delivered to the administrative office.

2. The written dispute must, at a minimum, state the following:

- a. The date of the disputed issue or event, and the date you submitted the written dispute;
- b. Your name;
- c. A description of the dispute; how, when and where it arose; the parties involved; and, its present status, including a description of the steps you took to resolve the dispute on an informal basis;

- d. All documents or other materials supporting your position; and
- e. The relief sought or a proposal for resolution of the dispute.

3. If the dispute is submitted to the Fire Chief, he/she may make such investigation as he/she deems appropriate under the circumstances and issue a written decision as soon as possible. The Fire Chief's decision is the final decision on the dispute and you must not attempt to appeal it to the Board.

If the dispute is submitted to the Board President, the Board will appoint a two-member committee. The committee will notify the Fire Chief of the dispute and give the Fire Chief the opportunity to provide a written response. The committee may conduct such investigation as it deems appropriate under the circumstances and issue a written decision as soon as practicable. The committee's decision is final and you must not attempt to appeal it to the Board as a whole.

Section 11

MEMBER ACKNOWLEDGMENT

In addition to reading and understanding this Handbook, you must acknowledge in writing that you have read and understand this Handbook by signing the form available from the administrative office.

APPENDIX A

MEMBER ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the January 1, 2011 Member Handbook of the North-West Fire Protection Fire Protection District ("Fire Department"), and that the Handbook and any subsequent amendments supersede all prior Fire Department rules, policies, procedures and benefits dealing with similar subject matter.

I understand the Fire Department Board of Directors has the right to change the Fire Department rules, policies, procedures and benefits at any time without notice, subject only to applicable law.

I further understand the Member Handbook, as amended from time to time, applies to all Fire Department employees and, except where expressly excluded, to all Fire Department volunteers. I understand the Member Handbook does not constitute an express or implied contract of employment/volunteer service. Notwithstanding any statement to the contrary in the Member Handbook or any other Fire Department document (whether in electronic or paper form), or any statements made by any Fire Department member, agent or representative, I understand Fire Department employees are employed on an "at will basis" and volunteers provide services to the Fire Department strictly on a volunteer basis. As a result, I understand that members may terminate their employment with, or volunteer services to, the Fire Department without notice at any time. Similarly, the Fire Department may terminate a member's employment or volunteer services at any time with or without cause, subject only to the requirements of applicable law.

Printed Name

Signature

(Date)

APPENDIX B

AGREEMENT FOR AUTHORIZED PAYROLL DEDUCTIONS

("Employee")
expressly agrees that the NORTH-WEST FIRE PROTECTION DISTRICT ("Fire Department") may reduce the Employee's wages or compensation for loans, advances, goods or services, and equipment or property the Fire Department provides the Employee during the course of his or her employment by the Fire Department.

Without relieving the Employee from his or her obligation to return Fire Department money or property to the Fire Department upon separation from employment, Employee acknowledges that the Fire Department may set off against Employee's final paycheck the amount or value of the property he or she failed to return. Nothing in this agreement authorizes a deduction below minimum wage.

This Agreement is not intended to be an employment contract and does not alter the Employee's at-will employment status.

North-West Fire Protection Fire District

Employee

By: _____

Date

Date

APPENDIX C

MILITARY LEAVE AGREEMENT

THIS MILITARY LEAVE AGREEMENT ("Agreement") is entered into by and between the NORTH-WEST FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado ("Fire Department") and _____ ("Employee").

A. Pursuant to C.R.S. §28-3-601, Employee is entitled to take up to 15 days of paid leave while engaged in training or active service for the national guard or any other component of the military forces of the state of Colorado or for the reserve forces of the United States military ("Paid Leave Period").

B. Employee may receive compensation from the military during Employee's Paid Leave Period.

C. Employee recognizes that it would be unfair for the Employee to receive compensation from the Fire Department and from the military during the same Paid Leave Period.

NOW THEREFORE, in consideration of employment, or continued employment, by the Fire Department and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Fire Department shall be entitled to reduce the amount of compensation it pays the Employee during a Paid Leave Period by any compensation Employee receives from the military during the Paid Leave Period.

Dated this ____ day of _____, 20__.

NORTH-WEST FIRE PROTECTION DISTRICT

By: _____

Title: _____

EMPLOYEE
