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EVANS FIRE PROTECTION DISTRICT

Member Handbook

EFFECTIVE: February 2018



IMPORTANT

THIS HANDBOOK IS DESIGNED TO ACQUAINT MEMBERS WITH THE FIRE DISTRICT AND TO PROVIDE MEMBERS WITH INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL-INCLUSIVE, BUT IS INTENDED TO PROVIDE MEMBERS WITH A SUMMARY OF SOME OF THE FIRE DISTRICT'S RULES.

EXCEPT FOR EMPLOYEES WITH AN EMPLOYMENT CONTRACT, EMPLOYMENT/VOLUNTEER SERVICE WITH THE FIRE DISTRICT IS CONSIDERED AT-WILL. MEMBERS HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE FIRE DISTRICT, WITH OR WITHOUT ADVANCE NOTICE FOR ANY OR NO REASON. SIMILARLY, THE FIRE DISTRICT HAS THE RIGHT TO TERMINATE A MEMBER FOR ANY OR NO REASON, SUBJECT TO APPLICABLE LAW.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF THE FIRE DISTRICT, OTHER THAN THE FIRE DISTRICT BOARD, HAS THE AUTHORITY TO ENTER INTO AN EMPLOYMENT CONTRACT AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE FIRE DISTRICT AND THE MEMBER.

NO MEMBER HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. IF AFTER READING THIS HANDBOOK, A MEMBER HAS QUESTIONS, THE MEMBER SHOULD TALK WITH THE MEMBER'S IMMEDIATE SUPERVISOR, THE FIRE CHIEF OR THE ADMINISTRATIVE OFFICE. ALSO, THE NEED MAY ARISE TO CHANGE THE RULES DESCRIBED IN THIS HANDBOOK. THE FIRE DISTRICT THEREFORE HAS THE RIGHT TO INTERPRET OR CHANGE THEM WITHOUT PRIOR NOTICE.

From the Fire Chief

Dear Member,

It is my pleasure to welcome you as a member of the Evans Fire Protection District. We are a proud organization of men and woman committed to serving the citizens and businesses of Evans. ***Our mission is to provide professional fire and emergency services with dedication, compassion, and excellence.*** Our values are belonging, dependability, flexibility, hard work, teamwork, loyalty, honesty, trust and integrity. We live this mission and these values every day and in every interaction with our citizens and each other.

This handbook describes policies and procedures that govern our relationship as employees and volunteers of the District. It represents professional and up to date human resource practices. As an organization we have full-time and part-time employees, and volunteer firefighters. We are all members and unless a specific section of this handbook applies, all the provisions of this handbook apply equally to all of us.

This handbook may be updated periodically by the Board to reflect new developments in human resource practice, changes in legal requirements and new or amended policies or procedures that the Board believes are in the best interests of the District's members and the community. Each year the Board adopts a budget that includes a pay plan, insurance, other benefits and pension contributions. Many of the provisions of this Handbook are implemented through administrative polices and general operating guidelines developed by District management.

Please familiarize yourself with this handbook. If you have questions you can talk with me or any of our officers at any time. We literally have millions of dollars' worth of property, apparatus, vehicles and equipment, but our most important resource is our members. Without all of us we cannot provide service to our citizens. This handbook helps us be an effective, productive, participative and supportive organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Pristera", with a long horizontal flourish extending to the right.

Ron Pristera
Fire Chief

Human Resource Philosophy

The District recognizes that our employees and volunteers are critical to the success of our mission and goals. To be successful we must attract and retain competent, professional, and results-oriented staff; both paid and volunteer.

We believe as an organization we must provide an employment and volunteer environment that fosters service, effectiveness, productivity and support. We also believe it is each member's responsibility to take advantage of the opportunities to grow and develop within our organization.

The District provides employees with a total compensation package of pay and benefits, and volunteers with a stipend, benefits and reimbursement package, that is, within our ability to pay, competitive with other fire service agencies in our area. We reward members who meet our performance objectives, help us achieve our mission, and adhere to our stated values. We also reward members who acquire and demonstrate advanced skills that allow us to better serve our citizens through increased depth and breadth of skills.

We believe that the strongest motivators for personal fulfillment and growth are intrinsic. In this regard we maintain an organizational culture that, within our financial capabilities, encourages and advances organizational and individual learning through training, education, experience and involvement. In addition to meeting their responsibilities as members in accordance with this Handbook we expect members to grow professionally and advance their personal goals.

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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/appointing, terminating, and imposing disciplinary action against any member.

DEFINITIONS

All members must familiarize themselves with the following definitions, which, in addition to the other definitions in this Handbook, apply:

- **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 District and/or its Board members, officers, members, agents or representatives.
- **Command Officer.** Any Fire District member holding the rank of captain or higher, including those assigned “acting” positions.
- **Designee.** A Fire District member or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility or activity.
- **Electronic Mail (email).** Electronic messages that are transmitted between two or more computers or electronic terminals whether or not the message is viewed upon transmission or stored for later retrieval, including electronic messages that are transmitted through a local, regional or global computer network.
- **Employee.** All categories of Fire District employees, including full-time employees, full-time shift employees, part-time benefitted employees, part-time employees, part-time shift employees, volunteers, seasonal employees and temporary employees.
- **Exempt Employee.** An employee who is not entitled to a minimum wage and who is not eligible for overtime compensation, regardless of the hours worked in a day or days worked in a workweek or work period.
- **Fire District.** The Evans Fire Protection District, a political subdivision of the State of Colorado.
- **Full-Time Employee.** An employee who is normally scheduled to work at least 30 hours per work week. Full-time employees are currently eligible for Fire District benefits as outlined in this Handbook. Health and vacation leave time will be prorated according to the scheduled base hours.
- **Full-Time Shift Employee.** A full-time employee who regularly works scheduled shifts within a 24-day work period. Full-time shift employees are currently eligible for Fire District benefits as outlined in this Handbook.
- **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, which is being possessed, sold or used illegally. 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 or recreational marijuana constitutes use of an illegal drug.

- **Member(s).** The Fire District's employees, volunteers and auxiliary volunteers.
- **Non-Exempt Employee.** An employee who is entitled to a minimum wage and who is eligible for overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.
- **Non-Exempt Full-Time Shift Employee.** An employee who is entitled to the minimum wage and who is eligible for overtime at one and one-half times his/her regular rate of pay for all hours worked in excess of 182 hours within a 24-day work period.
- **Non-Exempt Part-Time Shift Employee.** An employee who is entitled to a minimum wage and who is eligible for overtime at one and one-half times his/her regular rate of pay for all hours worked in excess of 212 hours within a 28-day work period.
- **Operating Guidelines.** Written orders issued by the Fire Chief or a Designee to implement this Handbook or other Fire District rules and to administer the Fire District efficiently and effectively, consistent with the authority granted by the Board and applicable law.
- **Part-Time Employee.** An employee who is normally scheduled to work less than a 24-hour workweek. Part-time employees are not eligible to participate in Fire District benefits, except for worker's compensation and unemployment compensation insurance.
- **Part-Time Shift Employee.** A part-time employee who regularly works scheduled shifts within a 28-day work period. Part-time shift employees are not eligible to participate in Fire District benefits, except for worker's compensation and unemployment compensation insurance. A part-time shift employee is prohibited from working more than 1,599 hours in a calendar year.
- **Posts.** Messages sent through or placed on Social Media websites by users, whether in the form of emails, "status updates", "wall" messages, tweets, diary entries, instant messages, web log (or "blog") entries, photographs, videos, *etc.*
- **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Handbook, an administrative policy, procedure, or a operating guidelines established by the Fire Chief or a Designee.
- **Seasonal Employee.** An employee who is hired for a limited period of time, on a seasonal or emergency basis. Seasonal employees are not eligible to participate in Fire District benefits, except for worker's compensation and unemployment compensation insurance.
- **Social Media.** Websites hosted by individuals or entities on which individuals and entities communicate by posting information, sending emails and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted, Facebook, My Space, Friendster, personal blogs (i.e., BlogSpot, CafePress, *etc.*), Photobucket, Flickr,

YouTube, Twitter, Yahoo, Google (including Google Docs, Gmail and other applications). This definition also applies to new forms of communication that may arise in the future.

- **Temporary Employee.** An employee who is hired in a job established for a temporary period or for a specific assignment or group of assignments. Temporary employees are not eligible to participate in Fire District benefits, except for worker's compensation and unemployment compensation insurance.
- **Volunteer.** An individual who participates in the Fire District's Volunteer Firefighter Program for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the services rendered.
- **Work Period.** The period established by the Board for the purpose of calculating and paying overtime to non-exempt shift employees. The Fire District's work period for full-time non-exempt shift employees is 24 consecutive days. The Fire District's work period for part-time non-exempt shift employees is 28 consecutive days.
- **Workweek.** A period of 7 consecutive 24-hour periods established by the Board for the purpose of calculating and paying overtime to non-exempt employees who do not work shifts. The Fire District's workweek begins at 7:00 a.m. on Monday and ends at 6:59 a.m. on the following Monday.

EQUAL EMPLOYMENT OPPORTUNITY/UNLAWFUL HARASSMENT

The Fire District is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment. We do not discriminate against members on the basis of 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 prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. This policy applies to all members, including managers, supervisors and co-workers, and non-members such as citizens, vendors and consultants.

The Fire District prohibits retaliation against any member for filing a complaint under this policy or for assisting in a complaint investigation. If a member believes there has been a violation of the Fire District's EEO or retaliation standard, please follow the Discrimination/Harassment Complaint Procedure section.

Regardless of title or position, no Fire District member, including but not limited to officers and supervisors, and no Fire District Board member 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 District-related activity.

The Fire Chief is the Fire District's Equal Employment Opportunity (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.

SEXUAL HARASSMENT/INAPPROPRIATE CONDUCT

The Fire District prohibits sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment/volunteerism;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment/volunteerism; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

All members are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail;
- Verbal 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; or,
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

If a member believes there has been a violation of the Fire District's EEO policy or harassment based on the protected classes outlined above, including sexual harassment, please use the following complaint procedure. The Fire District expects members to make a timely complaint to enable the Fire District to promptly investigate and correct any behavior that may be in violation of this policy.

A member must report immediately any unlawful harassment or discrimination to which the member is subjected, or which the member observes, by completing the Unwelcome Behavior Investigation Form (this form can be found in the ERS Library or obtained from the Administrative Office). Do not follow the chain of command. Instead, the member must report it directly to the Fire Chief. If the report involves the Fire Chief, the member must report the harassment or discrimination to the Board President. If the report involves the Board President, the member must report the harassment or discrimination to another Board member. If the report concerns sexual harassment, the member may request that a person of the same gender be provided to receive the report.

If the Fire District determines that a member's behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending member, up to and including termination of employment.

The Fire District prohibits retaliation against a member for filing a complaint under this policy or for assisting in a complaint investigation. If a member is subjected to retaliation for making a complaint or participating in the investigation, the member must follow the complaint procedure outlined above. The situation will be promptly investigated.

NO SEXUAL ACTIVITY

All members are prohibited from engaging in sexual activity while on the Fire District's facilities or premises, or while performing any Fire District duty or activity, regardless whether the sexual activity is consensual.

PREGNANCY, CHILD BIRTH AND RELATED MEDICAL CONDITIONS

The Fire District treats pregnant members and applicants the same as all other members and applicants recovering from childbirth, and those with related medical conditions. The Fire District will not exclude a member from employment/volunteer 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. Consistent with Fire District's policy on accommodations of those with disabilities and applicable law, the Fire District will provide reasonable accommodations to perform the essential functions of the job to a member for health conditions related to pregnancy or the physical recovery from childbirth, if the member requests the reasonable accommodations, unless the accommodation(s) would impose a hardship on the Fire District.

As with any other member, pregnant members, members recovering from childbirth, and those with related medical conditions will be permitted to work as long as a physician determines the member can perform the essential functions of the position, as confirmed by a written statement by the member's treating physician. If a pregnant member, member recovering from childbirth, or a member with a related medical condition is unable to perform the essential functions of the position, the Fire District will treat the member in the same manner as it treats other temporarily disabled members.

To ensure a pregnant firefighter, firefighter recovering from childbirth or a line-member with a related medical condition is capable of performing the essential functions of the position, and does not pose a risk to herself, the public or a fellow firefighter in the performance of her duties, the Fire District will require the 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 member is capable of fully performing the essential functions of the job with or without accommodation. If at any time the member's physician determines she cannot fully perform the essential functions of the job, the Fire District may, after considering the provision of reasonable accommodations, require the member 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 District has an objective basis to believe the member cannot fully perform the essential functions of the job, after considering the provision of reasonable accommodations, the Fire District may require the member to submit to a fitness for duty examination by the Fire District's designated medical provider. The member may be required to submit a physician's statement that the member is fit for duty before returning to her regular line position.

NON-DISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES

The Fire District prohibits discrimination against a qualified individual with a disability. If a member believes he/she is a qualified individual with a disability, the member may make a written request for reasonable accommodation(s) to the Fire Chief. The Fire Chief or a Designee will meet with the member to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the Fire District might make to help overcome those limitation(s). The Fire Chief or the Designee (and, if necessary, other Fire District 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 District's overall financial resources and organization, and the accommodation's impact on Fire District operations, including its impact on other members to perform their duties and the Fire District's ability to conduct its business and fulfill its purpose. The member will be informed of the Fire Chief's decision on the accommodation request within a reasonable period.

ADJUSTING WORK SCHEDULES DURING LARGE-SCALE EMERGENCIES

In the case of a large-scale emergency, such as a pandemic, the Fire Chief or a Designee may adjust any member's work schedule to protect the District's members and/or the public, including prohibiting a member from reporting to work, implementing a remote work schedule, or an alternative work schedule at the District.

The Fire Chief or a Designee will determine if a position or work assignment can be performed from a remote location and the conditions of that remote work. Factors that will be considered include, but are not limited to, the availability of adequate communication and computer technology, the type of work performed, the need to have access to specific information and the need for direct contact with customers, vendors and other District members.

The Fire Chief or a Designee will determine if a position or work assignment can be performed during non-business hours and the conditions of that alternative work schedule. Factors that will be considered include, but are not limited to, the availability of adequate communication and computer technology, the type of work performed, the need to have access to specific information and the need for direct contact with vendors and other District members.

The Fire Chief or a Designee may establish special procedures to provide greater distance between District members and vendors.

MEMBERSHIP IN VOLUNTEER FIREFIGHTER PROGRAM

The size and composition of the Fire District is critical in order to provide high quality emergency services to the community. The Fire Chief, in his/her discretion, may at any time reduce or increase the number of individuals permitted to participate in the Volunteer Firefighter Program at any given time to meet the emergency services needs of the Fire District.

DONATING VACATION LEAVE OR HEALTH LEAVE

A full-time employee or full-time shift employee may voluntarily donate accrued vacation leave or health leave directly to another full-time employee or full-time shift employee who is facing extended time off due to a serious medical condition or the serious medical condition of an immediate family member. Accrued vacation leave or health leave must be donated in one hour increments with a minimum of one (1) hour and a maximum of forty-eight (48) hours per individual case.

If before using all of the donated leave received (a) the need for the donated leave ceases to exist, (b) the employee separates employment or is terminated, or (c) the employee becomes eligible for worker's compensation or short- term/long-term disability benefits, the unused portion of the donated leave will be returned on a pro- rated basis to any employees who donated leave.

A full-time employee or full-time shift employee may receive up to 528 hours of donated leave in a calendar year. The employee or his/her designee must apply in writing for the use of this benefit. The use of donated leave must be approved by the Fire Chief. Donated Leave will be credited on a per pay period "as needed" basis. Donated leave will not be paid to the employee if his/her employment terminates for any reason.

GROUP INSURANCE

Full-time employees currently are eligible to participate in group medical, dental, vision, life and disability insurance coverage programs through the Fire District, and are encouraged to familiarize themselves with and take advantage of these benefits. For further information about insurance coverage, please contact the Administration Office.

HEALTH LEAVE

Health leave may be provided to employees for the purpose of granting paid time off during an employee's absence from scheduled working hours due to personal sickness or off-the-job injury; sickness or injury of an employee's immediate household family member requiring the employee's personal care and attendance; and medical/dental appointments for the employee or the member's immediate household dependents.

Full-time employees working at least forty (40) hours per week are credited with four (4) hours of health leave per pay check. Full-time shift firefighters are credited with six (6) hours of health leave per pay check. Health leave for full-time employees who are scheduled to work less than forty (40) hours per week shall be prorated according to the scheduled base hours.

When unable to report to work due to illness, a member must give his/her supervisor as much advance notice as possible before the start of the shift. The member may be required to submit medical certification from a health care provider for any health leave usage resulting in absences from work.

Health leave accumulates from year to year without limits. Health leave will not be counted as hours worked in the calculation of overtime. Unused health leave is not paid out upon termination.

HOLIDAYS

Holiday leave is provided to enable employees to enjoy periodic respite from their regular duties. All full-time employees and full-time shift employees shall receive their full regular pay for time off work for observance of a holiday.

Full-time shift employees may request holiday leave in 12-hour or 24-hour increments in accordance with District administrative policies.

Holiday Banks must be used within the calendar year earned and cannot be accrued from one year to the next. Unused holiday leave shall be forfeited, except where an employee is denied the opportunity to use the holiday leave or where special circumstances exist and approval to exceed the limits has been given by the Fire Chief or a Designee.

Holiday leave may not be counted as hours worked in the calculation of overtime. Unused holiday leave is not paid out upon termination.

At the beginning of each calendar year, non-shift employees are provided a Holiday Bank consisting of enough hours to cover 11 full work days. Full-time shift employees will be credited with 132 hours of holiday leave annually. An employee hired during a calendar year is eligible for the pro-rated Holiday Bank hours left during the remainder of that calendar year. Upon termination of employment, the remaining holiday hours for that calendar year will be deducted from the employee's Holiday Bank. If the deduction results in a negative balance, such hours may be deducted from the employee's final paycheck at the straight-time rate.

edit - will be converted at time of use,
not before because it cannot be
banked or paid out upon termination

PERSONAL LEAVE

Full-time employees are eligible to convert accrued and unused health leave into personal leave credit at a ratio of 2:1 (health leave: personal leave) once credits are earned. To convert health care leave credits:

- Full-time employees must have accrued 192 hours of health care/illness leave. A maximum of 40 hours personal leave will be allowed each calendar year.

- Full-time shift employees must have accrued 269 hours of health care/illness leave. A maximum of 48 hours personal leave will be allowed each calendar year.

Unused personal leave is not paid out upon termination.

VACATION LEAVE

All full-time employees and full-time shift employees begin accruing vacation on the first day of continuous full-time employment, and are eligible to take vacation once credit is earned. Full-time employees working at least forty (40) hours per week shall accrue vacation based on the suggested guidelines in the following schedule. Accrual rates may be adjusted by the Fire Chief or Board as deemed appropriate. Vacation for full-time employees who are scheduled to work less than forty (40) hours per week shall be prorated according to the scheduled base hours, in accordance with the following schedule.

<u>Length of Continuous Service</u>	<u>Accrual Rate for Full-Time Employees</u>
<5 Years	8 hours/month (max. accrual of 192 hrs)
>5 & <10 Years	10 hours/month (max. accrual of 240 hrs)
>10 & <15 Years	12 hours/month (max. accrual of 288 hrs)
>15 & <20 Years	14 hours/month (max. accrual of 336 hrs)
Year 20 & >	16 hours/month (max. accrual of 384 hrs)

All full-time shift firefighters begin accruing vacation on the first day of continuous full-time employment and are eligible to take vacation once credit is earned. Full-time shift firefighters shall accrue vacation with the following schedule.

<u>Length of Continuous Service</u>	<u>Accrual Rate for Full-Time Shift Employees</u>
<5 Years	12 hours/month (max. accrual of 288 hrs)
>5 & <10 Years	14 hours/month (max. accrual of 336 hrs)
>10 & <15 Years	18 hours/month (max. accrual of 432 hrs)
>15 & <20 Years	20 hours/month (max. accrual of 480 hrs)
Year 20 & >	24 hours/month (max. accrual of 576 hrs)

All vacations must be scheduled in advance with the supervisor's approval. Vacations are scheduled in a manner that minimizes interruptions to Fire District operations. Full-time shift employees must schedule vacation in accordance with District administrative policies.

The maximum amount of vacation time that an eligible employee may accrue is two (2) times the eligible employee's annual accrual rate. Eligible employees cannot earn additional vacation once they have reached their "cap", until they use a portion of their accrued vacation.

Eligible employees will be compensated for any unused vacation time up to their maximum accrual amount upon termination of employment for any reason. Vacation time will not be counted in the computation of overtime.

The Fire District encourages eligible employees to use all accrued vacation each year.

BEREAVEMENT LEAVE

Full-time employees are eligible for paid leave of up to three 8-hour days to attend a funeral. Full-time shift employees are eligible for paid leave of up to two 24-hour shifts to attend a funeral.

Bereavement leave is intended to be administered in a respectful and flexible manner. An employee should notify his or her supervisor of the need to take bereavement leave as soon as possible. The Fire Chief has discretion in compelling circumstances to grant additional paid bereavement leave beyond the allotted time. The basis for the decision might include the employee's relationship to the deceased, travel distance, his or her involvement in funeral arrangements, and any ancillary matters that must be addressed.

If an employee leaves work early on the day he or she is notified of the death, the remainder of that work-day or 24-hour shift is not counted as bereavement leave but will be paid as regular hours worked.

ADMINISTRATIVE LEAVE

A Command Officer or the Fire Chief may, in his/her discretion, immediately place a member on administrative leave for any reason. While on administrative leave, the member must not participate in any Fire District duties, responses, activities, or training. The Fire Chief will determine if the leave will be with pay or unpaid.

FAMILY AND MEDICAL LEAVES OF ABSENCE – NO ELIGIBLE EMPLOYEES

As a public entity, the Fire District 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 District need only provide FMLA leave (*i.e.*, 12 weeks of unpaid leave) to "eligible employees", which the FMLA defines as those employees who have: 1) completed at least one full year of service with the Fire District, 2) have worked a minimum of 1,250 hours in the 12-month period preceding the leave to be eligible for such leave; and 3) are employed at a worksite with 50 or more employees (not including volunteers) within 75-miles of that worksite. Because the Fire District does not employ 50 employees, no employees are eligible for FMLA leave at this time.

Nevertheless, as an additional benefit to its full-time employees and full-time shift employees; the Fire District has voluntarily elected to provide them with family and medical leave under certain circumstances. The fact that some aspects of the Fire District's family and medical leave policy may resemble the FMLA does not in any manner make any employee eligible for benefits under the FMLA. The Fire District will grant a leave of absence for the following family or medical reasons: the eligible employee's serious health condition or pregnancy; attendance at birth of child; the eligible employee's care of child after birth; placement of a child with an eligible employee for adoption or foster care; serious health condition of an eligible employee's child under 18 years of age, or older child if disabled; serious health condition of an eligible employee's spouse or parent. Whenever possible, eligible employees must request such leave at least 30 days prior to its commencement. A request for family/medical leave of absence must be made in writing to the Administrative Office, and must state the reason for the absence, the starting date and the planned date to return to work. Appropriate certification for serious health conditions may be required. If notification and appropriate certification are not provided in a timely manner, approval for the leave of absence may be delayed or denied.

The maximum time allowed for family/medical leave is 12 weeks in any 12-month period. A "12-month period" means a rolling 12-month period measured forward from the date of the employee's last family/medical leave. Generally, family/medical leaves of absence must be taken in a single block of time; however, the Fire Chief may, in his/her discretion, approve an intermittent leave of absence or reduced work schedule. An eligible employee taking an intermittent leave of absence or reduced work schedule may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

The Fire District will continue medical insurance benefits for eligible employees on family/medical leave of absence as it does for other full-time employees, full-time shift employees or part-time benefitted employees, as applicable. Eligible employees must continue to pay their portion of any insurance premium while on the leave of absence. If the eligible employee is able but does not return to work after the expiration of a family/medical leave of absence, the eligible employee may be required to reimburse the Fire District for payment of insurance premiums accrued during the period of the family/medical leave. Family/medical leave runs concurrently with any accrued and unused leave that is used by an eligible employee.

An eligible employee on family/medical leave must contact the Fire Chief and the Administrative Office before the first day he/she is scheduled to return to work, and provide a medical release from his/her physician, if the leave was related to the eligible employee's health. Failure to return to work on the first workday after the expiration of a family/medical leave may result in termination of employment.

Where practicable, an eligible employee may be restored to his/her former position upon return from a family/medical leave of absence; however, the Fire District does not guarantee that an eligible employee's position will remain open in his/her absence. If the eligible employee's position is no longer available, the eligible employee may, at the Fire Chief's sole discretion, be offered an equivalent position for which the eligible employee is qualified, if such a position is available.

JURY DUTY

The Fire District recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, members are granted leave to perform their duty as a juror. If a member is excused from jury duty during his/her regular work hours, the member should report to work promptly.

Employees will receive regular pay for the first three days of jury duty, if they were scheduled to work and they submit a juror service certificate.

As a juror, employees are paid a designated amount per day by the State of Colorado for State, District or County Court jury duty. For jury duty in excess of three days, the Fire District will pay employees the difference between jury duty pay and their regular pay up to a maximum 160 hours. Jury duty leave beyond this time is without pay from the Fire District unless the employee chooses to use vacation leave or compensatory time after the 160 hours.

LEAVE OF ABSENCE

Personal leaves of absence for employees are granted at the Fire Chief's discretion. Employees may be granted an unpaid leave of up to 60 calendar days. One extension may be requested for an additional 60 days. If an employee does not contact the Administrative Office to schedule a return to duty before the end of the leave (or extension) they will be automatically terminated at the conclusion of the leave.

Volunteers and auxiliary volunteers are eligible for a leave of absence of up to 90 days. A volunteer or auxiliary volunteer on a leave of absence does not accrue credit for years of volunteer service during the period he/she is on the leave of absence. If a volunteer does not contact the Administrative Office to schedule a return to duty before the end of the leave they will be automatically terminated at the conclusion of the leave.

MILITARY LEAVE

Members granted a military leave of absence are reinstated and paid in accordance with the laws governing military leave.

GENERAL COMPENSATION PLAN POLICY ALL MEMBERS

The Board will periodically evaluate the established position pay ranges for compatibility and competitiveness with the regional market for similar fire protection and emergency services organizations. The position pay ranges will be adopted annually as part of the Board's budget approval process.

All employees covered by this policy will be given annual performance reviews within 30 days of their anniversary date. In addition, newly hired employees covered by this policy will receive a six-month performance evaluation. The standard personal evaluation form, as adopted and amended periodically, will be used for performance evaluations. The supervisor directly responsible for an employee covered by this policy will be responsible for completing the performance evaluation. In the case of the Fire Chief, the Board will conduct the performance evaluation.

The Board, in its discretion, has the right not to grant compensation increases for any given year and/or to grant only selected increases. In any event, the increase practices are established on a year-by-year basis and shall not be viewed as the necessary standard from year to year. If granted, an employee's compensation increase will be effective with the pay period following his/her anniversary date.

GENERAL COMPENSATION PLAN POLICY FOR FULL-TIME EMPLOYEES

The general compensation pay policy for full-time employees and full-time shift employees is based on position pay ranges for: (1) non-exempt full-time shift employees and officers, (2) non-exempt full-time employees, and (3) exempt full-time employees and officers in management positions.

Non-exempt full-time shift employees and officers. The pay for non-exempt full-time shift employees and officers is based on the acquisition and maintenance of job-related skills, experience as a Fire District employee and performance of the job duties and responsibilities of a given position. Non-exempt full-time shift employees and officers are eligible to advance through the Skill-Based Pay Systems shown in the following tables. The annual wages for each step are approved by the Board in adoption of the annual budget.

Skills Based Pay System for Fire Captain

Years	Step	Certifications/Activities
0	0	Minimum qualifications established in job posting
1	1	Completion of one, new acceptable professional development activity
2	2	Completion of one, new acceptable professional development activity
3	3	Completion of one, new acceptable professional development activity
4	4+	Above average review Completion of one, new acceptable professional development activity

Skills Based Pay System for Full-Time Firefighter

Years	Step	Certifications/Activities
0	0	CO FF 1 EMT-B HazMat Ops
1	1	DO Engine DO Aerial Car seat technician
2	2	Maintain basic 6 plus 1 new professional development activity
3	3	Maintain basic 6 plus 1 new professional development activity
4	4	Maintain basic 6 plus 1 new professional development activity
5	5	Maintain basic 6 plus 1 new professional development activity
6+	6+	Above average review. 1 new professional development activity

Skill Based Pay Notes:

For the purposes of maintaining the basic certifications CO FF 2 supersedes FF 1 (FF's must only maintain one of the certs to satisfy the requirement to maintain the basic six certifications), but CO FF 2 does not count as two professional development activities.

For the purposes of maintaining the basic certifications either CO certification or Evans competency is acceptable. CO DO Aerial supersedes CO DO Engine (FF's must only maintain one of the certs to satisfy the requirement to maintain the basic six certifications).

Creating a professional development plan

During the annual performance evaluation, process a professional development plan for the successive year will be mutually agreed to and written into the goals section of the evaluation (other goals may also be included that are separate from the professional development plan).

The plan may be as simple as setting the goal of obtaining a particular certification, or completing a specific course of study. However, the supervisor has the discretion to authorize any relevant pursuit, so long as it supports the overall goal of developing thinking, master firefighters and is rigorous enough to justify recognition.

It is worth stating, the purpose of lifelong learning is not the mindless collection of certifications, but to collect knowledge and skill that is relevant, useful and perhaps most important, meaningful to the student.

Below are some of the training and certifications that are options to include in a professional development plan. Other factors that must be included in the discussion and creation of the professional development plan are what level of support can/will/should the District offer (cost, time off), and is the plan realistic and attainable.

For Firefighters

FF 2 (CO, IFSAC, Pro Board)	Hazmat Tech (CO, NFPA or OHSA)
Fire Instructor	Proctor (skills, live fire, or other's)
CO 1403 Live Fire Instructor	Car Seat Technician Instructor
WFF 2	Fire Investigator (certificate program)
FO 1	FO 2
ICS 300	NFPA 1670 tech rescue certs (3 max)
NFA 2-week residency class	Fire Safety Educator
Paramedic	EMT-I

For Captain

NFPA compliant FO 1, 2 or 3	CFO
EFOP completion	2 week NFA Residency

COLS 1, 2 or 3
College coursework applicable to the job and pre-approved.

Maintenance

Though this program is not solely based on the accumulation of certificates, there is a need to pay some attention to the maintenance of prior accomplishments that have been recognized for progression on the scale.

During the annual review, the supervisor shall review past accomplishments and discuss any lapses of certifications, or abandonment of prior projects to determine if the “loss” of prior progress is consistent with a commitment to lifelong learning. If the supervisor determines the loss of progress is significant enough they may recommend the firefighter not advance to the next step in the process, or if at the top step, not recommend a bonus.

General Procedures

Step 0 qualifications are minimum for hire and must be maintained throughout employment.

Step 1 qualifications must be completed within the probationary period (1 year).

After step one, progression in the scale is the result of completing professional development plan and limited by tenure. For example, a firefighter in their 3rd year with six extra certifications would be placed in Step 3, not Step 4.

If lateral transfers are authorized in job postings, candidate’s certificates and years of total service at the rank being filled will be analyzed for proper placement within the progression.

Current members will be placed into the appropriate step on the progression upon adoption of this plan as closely as possible to the most appropriate step using a combination of current certifications from the suggested list and tenure within the District, though no firefighter will be reduced from the step they currently hold.

After one year at the top of the step progression, members may be granted a 1-5% one-time bonus if they have maintained all of their certifications, received an above average review, and have demonstrated continued commitment to career development by completing an additional certification or attending a professional development program pre-approved by their supervisor.

Non-exempt full-time employees. The pay for non-exempt full-time employees is based on performance of the job duties and responsibilities within a given position. Non-exempt full-time employees are eligible for annual merit increases, if any, as determined by the Board.

Exempt full-time employees and officers in management positions. The pay for exempt full-time employees and officers in management positions is set within the adopted position pay range based on merit. The Fire Chief will set an annual merit increase, if any, within the pay range for exempt full-time employees and officers in management positions. In the case of the Fire Chief, the Board will set any annual increase.

GENERAL COMPENSATION PLAN POLICY FOR PART-TIME EMPLOYEES

The pay for part-time shift employees is based on hourly rates determined by the acquisition and maintenance of job-related skills, experience as a firefighter, and performance of the job duties and responsibilities of a given position. Part-time shift employees are eligible to advance through the Skill-Based Pay Systems shown in the following tables.

Part-Time								
Step	1	2	3	4	5	6	7	8
Hourly	\$10.50	\$11	\$11.50	\$12	\$12.50	\$13	\$13.50	\$14
Experience		1	2	3	4	5	6	7
KSAs	Eligibility	Eligibility Extra Skill	Eligibility Extra Skill 1 Extra Skill 2	Eligibility Extra Skill 1 Extra Skill 2 Extra Skill 3	Eligibility Extra Skill 1 Extra Skill 2 Extra Skill 3 Extra Skill 4	Eligibility Extra Skill 1 Extra Skill 2 Extra Skill 3 Extra Skill 4 Extra Skill 5	Eligibility Extra Skill 1 Extra Skill 2 Extra Skill 3 Extra Skill 4 Extra Skill 5 Extra Skill 6	Eligibility Extra Skill 1 Extra Skill 2 Extra Skill 3 Extra Skill 4 Extra Skill 5 Extra Skill 6 Extra Skill 7

Eligibility Skills

CO FF 1
CO EMT –B
CO Haz Mat Ops
Must have all

Extra Skills

CO FF 2
Evans DO
300+400
Proctor
Special Ops - NFPA 1670
Fire Safety Ed
Car Seat Tech
Haz Mat Tech
Wildland FF 1
Fire Investigator
IV Therapy

CO DO Utility
CO DO Aerial
CO DO Pumper
Fire Inspector 1
Fire Instructor 1

GENERAL STIPEND PLAN FOR VOLUNTEERS

Eligible volunteers receive a monthly stipend upon meeting the minimum training and staffing requirements each quarter based on certification level and experience. To be eligible for the stipend, a volunteer must meet all membership requirements and work at least 36 hours of shifts each month. Please see the Fire District’s operating guidelines for more details on these requirements. In addition, a volunteer must meet the Fire District's 50 hours of annual training prorated to the applicable quarter. The monthly stipend is not increased if a volunteer performs more shifts and it is not tied to a volunteer’s productivity while performing shifts.

The Board may, in its discretion, modify the amount of stipends that an eligible volunteer will receive, based on experience and certification level. The stipends are paid quarterly. The stipends are intended to pay a volunteer a stipend ("nominal fee") within the meaning of the FLSA. Under no circumstances will a volunteer receive "compensation" within the meaning of the FLSA. A volunteer receiving a stipend will at all times, and for all purposes, be a volunteer. The IRS considers stipends to be taxable income, so the Fire District will make appropriate withholdings and deductions, and volunteers will receive a W-2 for all stipends received.

PAYROLL DEDUCTIONS

The Fire District is required by law to make certain deductions from an employee's paycheck, including deductions for Federal, State and local taxes, as well as Social Security or FPPA pension contributions.

An exempt employee's 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 District's disability benefit plan and health leave policies; to offset amounts the exempt employee receives 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 District's anti-discrimination/anti-harassment policies, and/or the Fire District's workplace anti-violence policy. An exempt employee will only be paid a prorated amount of his/her salary for the initial or last week of employment, if the exempt employee does not work the entire week.

The Fire District prohibits improper deductions from a non-exempt employee's pay or the salary of an exempt employee. If an employee believes an improper deduction has been made from his/her salary or pay, he/she must immediately report it to the Fire Chief. Reports of improper deductions will be promptly investigated. If it is determined an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made and the Fire District will give assurances that it will not happen again.

All employees are required to receive pay checks via direct deposit. Electronic direct deposit payments can be deposited to a checking, debit or savings account of the employee's choice, at any U.S. financial institution. This account will also be used as the default deposit method for travel or other expense reimbursements.

Employees are solely responsible for notifying the Administrative Office of any changes in their banking information, such as account number changes, closed accounts, or bank routing number changes. Failure to notify may result in a delay in payment.

OVERTIME

All non-exempt employees may be required to work overtime to meet service schedules from time to time as management deems necessary. Whenever possible, advanced notice will be given, however, management retains the right to require overtime whenever the need is identified. Further, management may authorize overtime requested by a non-exempt employee for completion of a service request or a project.

Except in the case of an emergency or for public safety, all overtime must be approved by a non-exempt employee's supervisor or an appropriate member of management before working the overtime hours. Approved overtime will be paid at 1.5 times the regular hourly rate for all overtime hours actually worked by a non-exempt employee in accordance with applicable law. All hours worked outside of regularly scheduled shift hours will be paid at a rate of one and one-half times the regular hourly rate.

Non-exempt employees subpoenaed as a result of a work-related activity will be paid a minimum of two (2) hours overtime for complying with the terms of the subpoena while off-duty. All time beyond the original two (2) hours will be compensated at the overtime rate for actual time.

Part-time shift employees that work on a District holiday, as defined in the holiday schedule adopted by the Board, will be paid over-time at the rate of 1.5 times their regular pay. All holidays, for the purposes of calculating holiday pay, will begin at 0700 on the designated holiday and continue for a 24-hour period.

INCENTIVE PAY PROGRAM

Non-exempt employees are eligible to participate in the Fire District's pay incentive program, which currently includes Educational Incentive Pay and/or Bi-Lingual Language Incentive Pay. The Board has the right to determine what, if any, Educational Incentive Pay and/or Bi-Lingual Language Incentive Pay will be paid to qualifying employees. The Board has the right to modify or eliminate the Incentive Pay Program at any time in its discretion.

Educational Incentive Pay Educational Incentive Pay may be awarded to full-time employees and full-time shift employees for accomplishments in the field of formal education above the minimum requirements for the job position held or being applied for. A full-time employee or full-time shift employee who has a completed college level degree that is above the minimum educational requirement of the job description for his/her position, or the position for which he/she is applying, may receive Educational Incentive Pay. The Educational Incentive Pay may be a flat dollar amount added to the current base pay of existing full-time employees or full-time shift employees, and it may be added to the entry level pay of future full-time employees and full-time shift-employees.

To be considered for Educational Incentive Pay, a copy of the College Diploma must be submitted. Educational Incentive Pay will be based on the entry level pay for the full-time employee's or full-time shift-employee's particular pay grade in accordance with the following schedule.

- Two (2) Year Degree equals 2.5% incentive pay increase
- Four (4) Year Degree equals 5% incentive pay increase
- Master's Degree equals 7% incentive pay increase

If at any time an employee's pay range changes the Incentive Pay will be adjusted to reflect the appropriate percentage of the new pay range entry pay.

Bi-Lingual Language Incentive Pay Bi-Lingual Language Incentive Pay may be awarded to any employee for continued demonstrated fluency in a second language that enhances the delivery of the Fire District's services to the community. The second language for which incentive pay is awarded must impact a minimum of 5% of the District's general population, as determined by county demographic information. Definition and evaluation of bi-lingual fluency will be in accordance with the requirements of the Administrative Office.

Any employee who demonstrates continuing fluency in a second language may receive an annual lump sum bonus pay of \$750, which will be distributed in the first quarter of the year. Any employee may be required to re-qualify for Bi-Lingual Language Incentive Pay as deemed necessary by the Fire Chief or Designee.

Any part-time employee that receives Bi-Lingual Incentive Pay but fails to meet the annual minimum shift hours and training requirements as defined in the active Part-Time Firefighter Program Policy may be required to refund all or part of the incentive.

DIFFERENTIAL PAY

Differential pay for non-exempt full-time employees and non-exempt full-time shift employees will be considered:

- When an eligible employee takes on considerably greater or different job functions or responsibilities while maintaining their current classification and job duties; or,
- When an eligible employee is assigned a completely new role pending reorganizational changes within the Fire District or operates in a transitional or development capacity when no classification currently exists.

The eligible employee may receive between 1% and 15% differential pay increase based on the duties and responsibilities assumed, as determined by the Fire Chief.

EXPENSE REIMBURSEMENT

All expense reimbursements and allowances of the Fire District 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:

- There must be a connection between the expenditure and the Fire District's business;
- Every expense must be substantiated (*i.e.*, the member 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
- Excess reimbursements, *per diems*, advances or allowances must be returned to the Fire District within a reasonable period of time.

The Fire District 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 Fire District may issue a notice requiring each member to return all excess reimbursements, allowances, *per diems* and advances within 120 calendar days of the issuance of the notice. All members must comply with quarterly notices issued by the Fire District.

PAYDAYS

All employees are paid on a bi-weekly schedule. Payment for payroll is tendered on every other Friday unless these dates fall on an observed banking holiday, in which case, direct deposit payroll is posted on the last work day prior to the bank holiday.

TIME REPORTING

All employees are required to accurately report hours worked or paid time off taken via the process established by the District. All employees are responsible for the accuracy and timely submittal of this information. The District is not responsible for payment of hours not accurately reported through the established system.

ATTENDANCE AND PUNCTUALITY

Regardless of a member's position with the Fire District, punctuality and regular attendance are essential for the efficient operation of the District. If a member is going to be absent or late, the member must notify his/her supervisor as soon as possible before the start of his/her shift. Failure to call in when absent for three (3) consecutive shifts or working days will result in termination.

ILLEGAL DRUG AND ALCOHOL POLICY

The Fire District is committed to a safe, healthy, and productive work environment for all members free from the effects of substance abuse. Abuse of alcohol or illegal drugs impairs member judgment, resulting in increased safety risks, injuries, and faulty decision-making. A member in violation of this policy is subject to disciplinary action up to and including termination.

To ensure a safe and productive work environment the Fire District prohibits the use, sale, dispensation, manufacture, distribution, or possession of alcohol or illegal drugs on any Fire District premises or worksites. This prohibition includes Fire District owned vehicles or personal vehicles being used for Fire District business.

No member shall drink alcohol prior to reporting to work or going on duty. No Member shall be at work or on duty while suffering from the effects of alcohol, under the influence or with any detectable amount of alcohol or illegal drugs in the member's system. For the purposes of this policy illegal drugs are defined as all substances prohibited by Federal law. (A detectable amount refers to the standards generally used in workplace illegal drug & alcohol testing).

Prescription Medications

A member shall, when drugs are prescribed by a medical professional, inquire of the prescribing professional whether the drug prescribed has any side effects which may impair the member's ability to safely perform the member's job duties. If the answer from the medical professional is yes, the member shall obtain a statement from the medical professional indicating any work restrictions and their duration. The member shall present that statement to his or her supervisor prior to going on duty.

Illegal use of drugs off duty and off Fire District premises or work sites is not acceptable. It can affect on-the-job performance and the confidence of the public in the Fire District's ability to meet its responsibilities.

Categories of Member Alcohol/Illegal Drug Testing

- *Routine Medical Evaluations:* All members subject to an annual medical evaluation may be subject to an illegal drugs/alcohol test as part of the medical evaluation.
- *Reasonable Suspicion Testing:* Any member may be asked to submit to tests for alcohol and/or illegal drugs when the member is reasonably suspected of being impaired in the performance of his/her position. Circumstances which constitute a basis for determining "reasonable suspicion" are up to management discretion.

When a supervisor has reasonable suspicion to request testing, the supervisor will arrange to transport the member to the collection site, and will arrange for the member's transport home.

The employee will continue in a paid status pending the receipt of alcohol/illegal drug testing results by the Fire District.

Before an illegal drug/alcohol test is administered, members will be asked to sign a consent form authorizing the test and permitting release of test results to those Fire District officials with a need to know. The consent form shall provide space for members to acknowledge that they have been notified of the Fire District's illegal drug/alcohol testing policy and to indicate current or recent use of prescription or over-the-counter medication.

Random Testing

All firefighters and other members in safety sensitive positions may be subject to alcohol/illegal drug testing at any time on a random basis, as a term and condition of continuing employment. The number of alcohol/illegal drug tests conducted annually shall equal or exceed 50 percent of the number of positions subject to testing.

Random testing will be spread reasonably throughout the year and will be unannounced to ensure that no member receives advanced knowledge of the time of testing. Members will have an equal chance of being selected each time a random selection is made.

Post-Accident Testing

All firefighters and other members in safety sensitive positions may be required to submit to an alcohol/illegal drug test after an on-the-job accident. An "accident" for purposes of this policy is defined as an incident or occurrence in which:

- a person dies or requires medical treatment; or
- property damage is estimated at greater than \$1,500; or
- it involves use of a Fire District vehicle; or
- it involves a member in a personal vehicle accident who, as a regular condition of his/her employment/volunteerism, is required to drive a non-Fire District vehicle

A member who is involved in an accident must immediately report the accident to his/her supervisor. Whenever a supervisor observes or is notified of an accident, the supervisor may order the member to submit to an alcohol/illegal drug test. The supervisor will arrange to transport the member to the collection site and will arrange for the member's transport home. The member will continue in a paid status pending the receipt of the alcohol/illegal drug testing results by the Fire District.

Return to Duty/Follow-up Testing

If the Fire District elects to allow a member to return to work following a positive test result, it is mandatory that the member must first pass an alcohol/illegal drug test and subsequently submit to a program of unannounced testing for a period of at least twelve (12) months from the date of return to duty.

Inspection and Searches

The Fire District may conduct unannounced inspection for violations of this policy in the workplace, worksites, or Fire District premises. Members are expected to cooperate in any inspection.

Positive Drug Test

A member who tests positive on an illegal drug test shall be terminated; provided, that, in order to identify a potential Second-Hand Exposure (defined below) to marijuana:

- i. If a member tests below 50 nanograms per milliliter ("ng/ml") of Tetrahydrocannabinol ("THC") metabolites in a urine chemical analysis test ("Urinalysis") the test shall be deemed negative.
- ii. If a member tests at or above 50 ng/ml of THC in a Urinalysis, the test shall be deemed positive, but a second confirmation test will be conducted using gas chromatograph mass spectrometry or a comparable test ("GC/MS"). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test, an investigation will be conducted to determine if the member was exposed to THC while performing his/her duties for the Fire Department ("**Second-Hand Exposure**"). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test and the investigation does not substantiate a Second-Hand Exposure, he/she shall be terminated.

Voluntary Treatment

The Fire District supports sound treatment efforts. Whenever practical, the Fire District will assist members in overcoming illegal drug or alcohol problems that may affect member job performance, as long as this policy has not already been violated.

If a member seeks treatment for illegal drug use or alcohol abuse, the member may be eligible to go into an illegal drug and/or alcohol treatment program either through the Fire District's medical insurance program, if available, or at his/her own expense.

If an employee elects to enter an appropriate treatment program, the employee may be placed on unpaid status, but will be required to use any accrued vacation time, health leave and compensatory time while participating in the treatment program.

The Fire District has the right to require verification from the health care provider for a release to work and/or verification of treatment. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Administrative Office.

Safeguards/Confidentiality

All alcohol/illegal drug tests are performed by a government-certified outside laboratory. All government-certified outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The Fire District will use a Medical Review Officer (MRO) to receive the laboratory results of the testing procedure. The MRO will be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO will review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

The illegal drug screen analysis is accomplished through split sample urinalysis testing. Alcohol testing may be through breath testing or urinalysis. Samples will be collected in a sanitary environment designed to maximize member's privacy while minimizing the possibility of sample tampering. In the event the illegal drug and/or alcohol test results are not achieved due to a diluted sample, the member will be required to re-test.

If the results of the initial test are negative, the testing laboratory will report the results to Fire District's MRO. The MRO or the testing laboratory will report the negative results to the Fire District. In this instance, no additional tests on the specimen will be done.

If there is a positive illegal drug and/or alcohol result on the initial screening test, the laboratory or blood alcohol technician will automatically do a second test to confirm the results. The second illegal drug test will be performed using gas chromatography/mass spectrometry or other scientifically accepted method. A positive alcohol test will be confirmed by a second test using a scientifically accepted method.

The member is prohibited from performing any duties if the initial test is positive, and while the confirmatory testing is being performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the member personally, in the case of a positive test result. The MRO has the responsibility of reporting to the Fire Chief whether the test results are positive or negative.

A member who does not pass an illegal drug/alcohol test may request that the original sample be analyzed again at the individual's expense by a government certified laboratory. All requests for an independent analysis must be made in writing within 72 hours of notification of a confirmed positive test result.

Each member will have an opportunity to discuss the illegal drug and/or alcohol test with the MRO in a confidential setting. Each member, upon his or her written request, may be provided with a written copy of the positive test result. Upon written request within seven days of taking the test, a member may access records relating to the illegal drug/alcohol test.

Policy Violations

A member will be in violation of this policy for the following reasons:

- Testing positive for drugs or alcohol.
- Refusal to Comply with required testing
- Members who adulterate, tamper with or otherwise interfere with accurate testing
- Any member who has been observed using or possessing illegal drugs or alcohol during work time, including lunch breaks, or on the Fire District premises.

FIRE DISTRICT VEHICLES AND EQUIPMENT

The Fire District issues vehicles and equipment for its members' use in a manner that facilitates the productive use of time relative to job accomplishment. The issuance of a vehicle or equipment is regarded by the Fire District as an important component of delivery of the emergency services provided by the Fire District, and it expects its members to conscientiously operate and maintain the vehicles and equipment. If a member loses or causes damage to Fire District property and is determined to be at-fault, they may be responsible for replacement of the lost property and/or some type of financial obligation for payment of the damages, subject to applicable law. Furthermore, members may be disciplined for safety violations where an accident and/or incident occurred where a distraction was a significant contributing factor to the accident and/or incident.

If a member operates, or may operate, a Fire District vehicle or fire apparatus, or a personal vehicle in the performance of Fire District activities/duties, the member must follow the procedures outlined in relevant policies and operating guidelines and obey the following rules:

- *Valid Driver's License:* A valid Colorado driver's license with an acceptable driving record is a condition of employment/volunteerism and continued employment/volunteerism with the Fire District. At any time, an employee may be required to submit a copy of a valid Colorado driver's license. The District reserves the right to pull a driving record on any employee at any time.
- *Insurance:* The member must be insurable by the Fire District's insurance carrier. The member must maintain insurance on any personal vehicle used in performing any Fire District duty/activity.
- *Accidents:* All accidents involving a Fire District vehicle or fire apparatus, or a member's personal vehicle in the performance of Fire District activities/duties, no matter how minor, must be reported immediately to the Fire Chief or Designee. A written report must be forwarded to the Fire Chief within 24 hours.
- *Traffic Violations:* All citations for moving violations and any driver's license revocation, confiscation or suspension must be reported immediately to the Fire Chief or Designee, regardless whether the citation occurred while the member was on the job or engaged in Fire District business, or occurred off the job on personal time. Members charged with traffic violations while in the course and scope of work will be responsible for all fines and/or penalties, whether using personal or business equipment.

- *Lawful Driving and Parking:* The member must strictly observe existing traffic regulations at all times. ***The only exception is when a member is responding to an emergency.*** The member must at all times comply with the Fire District's policies and operating guidelines for operation of Fire District vehicles and apparatus in emergency and non-emergency situation.
- *Inspection of Fire District Vehicles and Fire Apparatus:* The member must comply with the Fire District's policies and operating guidelines relating to the inspection of Fire District vehicles and fire apparatus.
- *Ride Along Program:* Under the Fire District's Ride Along Program, spouses, significant others, children, and other individuals may be permitted to ride on Fire District vehicles or fire apparatus if: 1) prior written approval of the officer in charge is obtained; and 2) the individual signs the Fire District's release form. Shift Ride Alongs will not be granted to anyone under the age of 18 for any reason.
- *No Unauthorized Use:* Fire District vehicles and fire 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.

TAKE HOME VEHICLES

Command Officers and other personnel designated by the Fire Chief are subject to call-out after hours to take command of major incidents, participate in the Incident Command System, and assume critical management roles outside of normal work hours. They are also tasked with participating in a number of meetings, training sessions, and community-relations based activities which are often scheduled after normal duty hours and on weekends. Take-home vehicles may be available or assigned to these employees as deemed necessary by the Fire Chief. The vehicle may only be used for any official business. The individual using the take home vehicle must:

- at all times ensure the vehicle is clearly marked as a fire vehicle through painted insignia or words;
- use the vehicle to commute to and from District facilities to perform his/her duties; and,
- not use the District vehicle for personal purposes (other than commuting) outside the District's jurisdiction.

The individual using a take home vehicle is responsible for the maintenance and care of the assigned vehicle, and must adhere to routine maintenance schedules.

NO EXPECTATION OF PRIVACY

Members have no reasonable expectation of privacy in any Fire District property, including the Fire District's communications systems. The Fire District has the right and may monitor at any time a member's use of the Fire District's communications systems, including but not limited to e-mail and voice mail, and the member's access of internet websites, and information and data created, stored, sent or received through the Fire District's communications systems. Pursuant to C.R.S. § 24-72-203, members are advised that e-mails, texting or instant messaging to/from a

member may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

COMPUTER SOFTWARE

If a member uses a computer in the normal course of the member's duties, the member is authorized to use applications software only in accordance with the license agreement stipulated by the manufacturer. Violations will not be tolerated. The Fire District does not condone the illegal duplication of software. Members may only add appropriate software to computers with approval of the Fire Chief and system administrator. Licensing requirements still apply.

EMAIL, INTERNET AND VOICE MAIL

The Fire District utilizes systems where members receive and send messages through email, voice mail and the internet. The communication systems are intended for business use, and personal use must be limited. Although members are able to use personal access codes, the Fire District maintains the right to access any messages left on or transmitted over the systems. Members shall not visit inappropriate or questionable internet sites at any time (*i.e.*, chat rooms, pornographic sites, *etc.*). Members should not assume that any messages or internet sites accessed are confidential or that access by the Fire District or its designated representative will not occur.

The Fire District reserves the sole and exclusive right to access and disclose any electronic communication sent or received by members. The Fire Chief may authorize the monitoring of a member's electronic communication devices including, but not limited to, email, voice mail and internet communications, with or without notice.

Members are required to use their access to the internet and email system in a responsible and informed way, conforming to network etiquette, customs and courtesies, and representing the Fire District in a positive manner.

Members should use computer and electronic mail systems to accomplish work responsibilities more effectively and for business and work-related communication.

Members have no expectation of privacy in voice mails, texting, emails or information on the internet. All records, files, communications and software members store on the Fire District's computer system are the property of the Fire District. Personal pictures and data files are not permitted to be stored on the Fire District's network.

The Fire District reserves the right to access, monitor, and disclose the contents of member email and text messages, data files or internet records without notification to or permission from the members sending or receiving the messages/data. The Fire District may access and disclose the contents of email and text messages for any purpose. Furthermore, such data may be discoverable in litigation. Regular system backups are conducted and copies of information thought to be deleted may be included in system back-up files.

- *Retention of Emails as Public Records:* Any email/text message may constitute a public record and be subject to inspection in accordance with the Colorado Open Records Act. Reference the District adopted Document Retention and Destruction Schedule for details on email retention.
- *Violations of the Policy and Discipline:* Personal or inappropriate use of the Fire District's communications system will subject the member to discipline, up to and including termination. Examples of inappropriate use include, but are not limited to, display, accessing, storing, or transmitting sexually explicit images; propagating any worm or virus; participating in chat rooms; sending chain or bulk emails/text messages; distributing confidential information; using email/text messaging for solicitation or libel or slandering others.

Violations of any provisions of this policy may cause the member to be personally liable for monetary damages, and/or criminally liable.

USE OF CELL PHONES

Because of Fire District operation needs, particularly call-out emergencies, certain Fire District members may be required to have a cell phone. If a member is required to have a cell-phone the Board or Fire Chief may approve an allowance to off-set the member's monthly cell phone fees. The monthly allowance is meant to cover the needs of the Fire District. The amount of the allowance will be set by the Board or Fire Chief and will be adjusted periodically based on prevailing rates, if necessary. This monthly allowance will constitute taxable income.

Billing statements for a personal cell phone used for Fire District business for which a member is receiving an allowance may be subject to Open Records Requests. All members who receive an allowance are solely responsible for acquiring their own cell phone. Any cell phone equipment and service contract purchased is the member's responsibility. In addition, any maintenance and/or repair costs as well as payment of the cell phone bill are the member's responsibility.

Use of Cell Phones

During work hours or while engaged in any Fire District duty/activity, a member must limit the use of cell phones to necessary personal matters. Regardless whether it is for a personal purpose or for Fire District business, while engaged in any Fire District duty/activity, all members must:

- Not use a cell phone to send or receive calls, text messaging, or other similar forms of manual data entry or transmission while driving an emergency apparatus. A member may use a hands-free device while driving any other type of Fire District vehicle, or while driving a personal vehicle in the performance of a Fire District duty/activity, to send or receive calls, but members are prohibited from text messaging or other similar forms of manual data entry or transmission even with a hands-free device.
- Be considerate of other people while using a cell phone, including but not limited to:
 - avoiding use of a cell phone in the presence of other people whenever possible
 - keeping calls as short as possible;
 - not discussing confidential information during a call that could be overheard or intercepted by another person;

- not speaking in a loud voice or otherwise disturbing other people; and,
- using appropriate language.

BLOGGING, LETTERS TO THE EDITOR, AND OTHER FORMS OF PUBLIC EXPRESSIONS OF OPINION

Whether a member chooses to create or participate in a blog, wiki or other form of online publishing or discussion, send a letter to the editor, or engage in any other form of public expression of personal opinion (collectively, "public expressions of opinion") is the member's own decision; however, a member must be careful not to violate any Fire District rule, the member's duty of loyalty to the Fire District or other applicable law. In addition, all members are prohibited from:

- Conducting activities related to public expressions of opinion using the Fire District's communications systems (including its computers) or during work;
- Representing any opinion or statement as the policy or view of the Fire District, or its Board members, officers and members;
- Making disparaging or defamatory comments about the Fire District, or its Board members, officers, members, vendors, customers, or services; or,
- Criticizing the Fire District, or its Board members, officers or members instead of using the problem-solving procedures contained in this Handbook.

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

SOCIAL MEDIA POLICY

Before reading this policy, please read the definitions of "Posts" and "Social Media" contained in the Definitions section at the beginning of this Handbook. A member should ask his/her supervisor or the Fire Chief if the member has any questions regarding these definitions.

The Fire District understands a member may maintain or contribute to Social Media and/or engage in Posts outside of the member's paid or volunteer position with the Fire District and may periodically engage in Posts containing information about the member's Fire District position or Fire District activities on Social Media. If a member engages in such activities, his/she is required to exercise good judgment and comply with this Handbook.

The Fire District has the right to monitor and review Social Media Posts a member makes while on-duty and, from time to time, those the member makes while off-duty as it deems necessary and appropriate for the efficient and effective administration and operation of the Fire District. To that end, members have no expectation of privacy while using Fire District-owned or Fire District-leased equipment, even when a member is merely using the equipment to access the member's personal email account or other Social Media. Pursuant to C.R.S. § 24-72-203, members are

advised that Posts, emails, text messages, and instant messaging to/from them may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

A MEMBER'S USE OF FIRE DISTRICT LEASED OR OWNED EQUIPMENT CONSTITUTES THE MEMBER'S CONSENT FOR THE FIRE DISTRICT TO MONITOR AND INTERCEPT THE MEMBER'S COMMUNICATIONS WHILE IN TRANSIT, AFTER RECEIPT OR WHILE STORED ON FIRE DISTRICT LEASED OR OWNED EQUIPMENT UNDER TITLE I AND II OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT OF 1986.

A member may not disclose confidential information of the Fire District or its members (including personnel information), or confidential information of third parties who have provided the information to the Fire District.

In maintaining or contributing to Social Media or engaging in Posts, a member must not use the Fire District's name in their identity (*e.g.*, username, "handle" or screen name). A member also must not speak as a representative of the Fire District, unless expressly authorized by the Fire District.

Mutual respect and teamwork are essential to effective and efficient Fire District administration and operation. Members must be courteous, respectful, and thoughtful about how the Fire District and other members may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing, or poorly worded Posts may be harmful to other members, damage member relationships, undermine the Fire District's efforts to encourage teamwork, violate the Handbook, and harm the Fire District, which may result in corrective or disciplinary action up to and including termination.

Members bear full responsibility for information contained in their Posts and their Social Media. Members must make certain that their Posts are accurate and must correct any inaccurate statements they make. Members must not reference other Fire District members or Fire District customers without obtaining their express permission to do so. Most Social Media sites require that users, when they sign up, agree to abide by a Terms of Service document. Members are responsible for reading, knowing and complying with the Terms of Service of the Social Media sites they use.

Stated simply, a member's decision to use a different medium does not excuse recklessness in public communication or limit the Fire District's ability to regulate the member's Social Media and Posts as it could any other communication. The Fire District supports a member's rights to engage in discourse about matters of public concern, to discuss the terms and conditions of their employment/volunteerism and supports all members' First Amendment rights. However, the Fire District prohibits actions that violate this policy, any other Fire District policy relating to social networking, Posts and Social Media, or any other form of public expression.

CONFIDENTIAL INFORMATION

A member may have access to confidential information. This means any information that is not generally known to or accessible by the public, such as personnel information, local, regional or national security information, and customer/patient information.

Disclosure of confidential information might seriously damage the Fire District, the community, the state or the nation, and, therefore, such action will not be tolerated. This non-disclosure applies during and after a member's employment/volunteer service. Any copying, reproducing or distributing of confidential information in any manner must be authorized by management. Confidential information remains the property of the Fire District and must be returned to the Fire District on demand.

CONFLICT OF INTEREST

The Fire District requires that members avoid outside activities or relationships that do or could adversely influence their decisions or actions on the job. In addition to outside activities, conflicts of interest can arise where one spouse, fiancé or close relative:

- Directly or indirectly exercises supervisory, appointment, dismissal or disciplinary authority over the other spouse, fiancé or close relative;
- Would audit, verify, receive, or be entrusted with money received or handled by the other spouse, fiancé or close relative in the course of employment/volunteer service; or,
- Would have access to the other spouse, fiancé or close relative's confidential information, including payroll and personnel records.

When 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.

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

The Board has determined that the "incompatibility of offices" doctrine prohibits a Board member from also being an active volunteer. Accordingly, an active volunteer must resign from the Fire District upon being elected to a Board member position.

If a member has any question whether a situation is a conflict of interest, discuss the matter with his/her supervisor. If it remains unresolved, refer the matter to the Fire Chief for a final determination.

OUTSIDE EMPLOYMENT

In the interest of the full-time employees' and full-time shift employees' well-being, the Fire District requires full-time employees and full-time shift employees to comply with the procedures outlined below prior to accepting additional employment. The Fire District cautions a full-time employee or full-time shift employee who is considering outside employment to carefully weigh the demands that additional activity will create.

- Activities and conduct away from a full-time employee's or full-time shift employee's job with the Fire District must not compete or conflict with, compromise the Fire District's interests, or adversely affect his/her ability to fulfill his/her responsibilities to the Fire District.
- Full-time employees and full-time shift employees engaging in any outside employment or other work activity shall submit in writing to the Fire Chief what type of outside activity they will be performing.
- Outside employment will not be considered as an excuse for unsatisfactory performance, absenteeism, tardiness, early departure from an employee's/shift employee's Fire District job, refusal to travel, or refusal to work overtime or a different work schedule.

Should outside employment create or contribute to job-related problems with the Fire District, an employee may be asked to discontinue such employment.

OFF-DUTY ACTIVITIES

The Fire District may not take disciplinary action or terminate an employee based on something an employee might do off-duty that is lawful (smoking cigarettes, drinking alcohol if over 21+, etc.). However, if an employee engages in conduct off-duty that would cause concern they are not qualified to do their job, or would impact the reputation of the District, or that could cause the public to believe there is a conflict of interest, then the District may take disciplinary action, up to and including termination, against an employee for such off-duty conduct. For an activity to be "lawful" in Colorado, it must be permitted by both state and federal law. Any disputes regarding this clause will be governed by Colorado statute.

SEPARATION OF EMPLOYMENT/VOLUNTEER SERVICE - GENERALLY

- *Failure to return to work:* Failure to return to work upon the expiration of a leave of absence, unless medical or other evidence has been submitted to the Fire Chief, along with a request for an extension of the authorized leave, may result in termination.
- *Layoff:* The Fire District may encounter situations such as lack of work, shortage of funds/materials, completion of special project(s), and other circumstance that require a reduction-in-force. All members subject to layoff may be given two weeks' notice.
- *Performance:* Employment/volunteer service may be severed when a member cannot perform the essential functions of his/her position.

- *Retirement:* An employee who is contemplating retirement should give the Fire Chief 90-day notice of his/her intention to retire.
- *Abandonment:* Any member who is absent from his/her position without the appropriate approvals or who fails to return to his/her assigned duties within three 8-hour days or two 24-hour shifts, may be terminated.
- *Resignation/Dismissal:* All members who are employed by, or provide volunteer service to, the Fire District are at-will. Therefore, just as a member is free to resign, the Fire District may dismiss a member subject to applicable law. Employees are asked to provide at least two weeks written notice of resignation. Notice should include anticipated date of departure, the employee's signature, and any other information the employee deems applicable.
- *Death:* Separation of employment/volunteer service will be effective as of the date of death.
- *Fire District Property:* At the time of separation and prior to final payment, all records, assets, and other items of Fire District property in the member's custody shall be submitted to the member's supervisor and certification of same shall be executed by the member and acknowledged by the supervisor. Any amount due the Fire District because of a shortage will be collected from a member through appropriate actions, including withholding the value of such shortage from an employee's final compensation, to which action the employee expressly agrees by continued employment with the Fire District.
- *Final Compensation:* Employees shall receive all compensation due upon separation in accordance with federal and state law, and the Fire District's policies. Any compensation due will be subject to regular payroll deductions and the deduction of any additional indebtedness to the Fire District, provided that such deductions shall not reduce a non-exempt employee's compensation below the applicable minimum wage. Compensation due a deceased employee shall be paid to the estate of the employee, except for sums that by law are to be paid to the surviving spouse or other eligible persons.
- *Exit Interviews:* The Fire Chief or a Designee may conduct an exit interview with anyone leaving the Fire District.

CORRECTIVE ACTIONS

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

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

Oral and Written Corrective Actions

- *Oral Corrective Actions* - An oral corrective action may be imposed at any time by any supervisor. The supervisor issuing the oral corrective action shall document it with a written note or memo placed in the member's personnel file. A copy shall be given to the member.
- *Written Corrective Actions* - A written corrective action may be imposed at any time by any supervisor. The member shall be given a copy of the written corrective action. The member shall meet to discuss the written corrective action with his/her supervisor and acknowledge in writing he/she discussed the written corrective action with his/her supervisor. The written corrective action and the member's acknowledgement shall be placed in the member's personnel file.
- *Corrective Action Requirements* - A supervisor may impose any reasonable duty or condition upon a member that is reasonably designed to correct the deficient or inappropriate conduct, including, but not limited to, prohibiting the member from engaging in the misconduct again, probation and/or an action plan. The supervisor shall not impose any form of discipline as part of a corrective action.
- *Appealing Corrective Actions* - A member may appeal a corrective action through the member's chain of command. Supervisors who are absent due to use of accrued leave time or otherwise shall be excused from the member's chain of command for purposes of the member's appeal. A member may withdraw an appeal at any time by written notice to the supervisor then reviewing the appeal. The appeal shall be deemed voluntarily withdrawn by the member if he/she fails to timely submit the written appeal to the next higher-ranking supervisor in the chain of command. A member's appeal must strictly comply with the following steps:
 - *Step 1:* Within 48 hours of receiving the corrective action, a member must submit a written appeal to the next highest-ranking supervisor in the member's chain of command above the supervisor who issued the corrective action. The appeal must: (a) include a copy of the corrective action being appealed; (b) state the reason(s) the member disagrees with the corrective action; and, (c) state what the member wants the reviewing supervisor to do.
 - *Step 2:* The reviewing supervisor may conduct such investigation as he/she deems appropriate. The reviewing supervisor shall issue a written decision on the appeal within four (4) calendar days of receipt. If the reviewing supervisor fails to issue a written decision within the 4 calendar days, he/she shall be deemed to have upheld the corrective action for all purposes. A reviewing supervisor may be subject to corrective or disciplinary action for failing to respond to an appeal in a timely manner.
 - *Step 3:* A member who disagrees with the reviewing supervisor's decision (whether a written decision or resulting from the supervisor's failure to timely respond to the appeal), may submit a written appeal to the next higher-ranking supervisor in the member's chain of command within four calendar days of the prior supervisor's decision, or within four calendar days of the date the prior supervisor failed to timely respond to the appeal. The member may appeal the corrective action through successive levels of supervisors in the member's chain of command, including the Fire Chief, using the foregoing procedures.

- *Step 4:* Upon receipt of a member's timely appeal, the Fire Chief may investigate the corrective action to the extent he/she deems appropriate. The Fire Chief shall issue a written decision within 5 calendar days of receiving the appeal or as soon thereafter as practicable. The Fire Chief's decision is the final decision on the corrective action. The member shall not appeal the corrective action to the Board or any Board members.

Corrective Actions by the Fire Chief

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

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.

DISCIPLINE

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

- *Reporting Violations* A member shall report a violation of this Handbook or other District rule, applicable law, an SOP, or other alleged member misconduct to the member's supervisor or the Fire Chief.
- *When Discipline May Be Imposed* Discipline may be imposed for violating any District rule, including but not limited to, violating this Handbook or any policy, any applicable law, or for unsatisfactory or deficient performance of duties.

Discipline Procedure

- *Notice of Recommended Discipline and Meeting* The member's supervisor shall determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering the member's 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.

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

- 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 District for lost or damaged District equipment or property;
- 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, or any other District rule, policy or procedure;
- An FLSA exempt line employee can be suspended without pay for more than one work periods (no partial work periods) for any act or omission forming a basis for discipline under this Handbook, an SOP, or any other District rule, policy or procedure; and,
- An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the District's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

The supervisor shall provide the member with a written *Notice of Recommended Discipline* that contains: (a) a brief, reasonably specific, written statement of the member's wrongful conduct; (b) the District rule, SOP, or applicable law the member is 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* shall state a date and time at which the member is required to meet with the supervisor, which meeting shall occur within 6 business days of the member's receipt of 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 the member as soon as practicable. Prior to this meeting, the member 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 the member in person, or mailed to the member's last known residential address, which residential address is to be kept current by the member pursuant to Section 2(I) of this Handbook.

- *Member's Written Response* A member may submit a written response to the *Notice of Recommended Discipline* provided, however, that any response shall be submitted to the supervisor at least 12 hours before the member meets with the supervisor to discuss the *Notice of Recommended Discipline*.
- *Supervisor's Recommendations to the Fire Chief* After meeting with the member and considering any written response by the member, the supervisor shall either a) submit written recommendations of discipline to the Fire Chief, or b) withdraw the disciplinary action.
- *Fire Chief's Decision on Recommendations Final* The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief shall 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 District for all purposes. Under no circumstances shall a member attempt to appeal a disciplinary action directly to the Board. Any attempt to appeal a disciplinary action to the Board may result in immediate termination of the member.

- *Disciplinary Action by the Fire Chief* The Fire Chief may, at any time, commence disciplinary action against any member. The Fire Chief shall provide the member with a *Notice of Intended Discipline* that contains the information set forth in Section 9(B)(1), above. The member shall meet with the Fire Chief to discuss the discipline being considered. The member may provide a written response as provided in Section 9(B)(2), above. The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief shall issue his/her decision within 10 business days of his meeting with the member, or as soon thereafter as practicable. The Fire Chief's decision shall be the final decision of the District for all purposes. Under no circumstances shall a member attempt to appeal the Fire Chief's decision to the Board. An attempt to appeal the Fire Chief's decision to the Board may result in immediate termination of the member.
- *Personnel File* Any disposition of a disciplinary action shall be placed in the member's personnel file.
- *Board Discipline of the Fire Chief* The Board shall have the sole discretion with respect to imposing a disciplinary action 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 shall, 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 Section 9(B), above. The Fire Chief and the Board shall meet to discuss the discipline being considered. The Fire Chief may submit a written response, which shall be submitted to the Board members at least 24 hours before the meeting. The Board shall issue its final decision on the discipline as soon after the meeting as reasonably practicable.

Termination Due to Job Elimination

The Fire Chief may terminate a member as a result of the elimination of the member's position. The Fire Chief shall provide the member with a written *Notice of Intent to Eliminate Position*, which shall state the reason(s) for eliminating the position, and shall state a date and time for the member to meet with the Fire Chief to discuss elimination of the position. The member 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 shall issue a final decision on elimination of the position.

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 a member for other than discipline or job elimination, where the Fire Chief finds it is in the best interests of the District, its members and/or the citizens and property it serves, including the member's goals and needs are inconsistent with the District's goals and needs, the member is not integrating into the District'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 District, 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.

DRESS CODE

At the Fire District, personal appearance, hygiene, and attire are very important. A professional image must be maintained to instill confidence in the minds of our citizens. This helps ensure our Fire District's success. A member's appearance should be consistent with good hygiene, safety, and applicable operating guidelines. The Fire Chief or Shift Captain may designate the appropriate uniform for an activity, training, or regular work day.

UNIFORM ALLOWANCE

A Uniform Allowance is strictly for purchase of clothing and other specific approved uniform supplies necessary for members to perform the functions of their jobs. Uniform allowances are provided in accordance with District policy and are always subject to the Fire District's financial condition and approval in the annual budget.

ON-DUTY POLITICAL ACTIVITIES

To serve the best interests of the members, taxpayers, and the Fire District, it is the policy of the Fire District to restrict certain types of political activity while on-duty or on the Fire District's premises without infringing upon the members' rights to exercise their suffrage as citizens. This policy is set forth to safeguard the member from political pressure to support, financially or otherwise, any political party or person and to safeguard the interests of the public whom members serve without regard for political opinion or affiliation. Nothing in this policy shall be construed to restrict a member's freedom to express opinions or exercise his/her right to vote while off-duty.

PROBLEM SOLVING

This policy does not apply to any aspect of any disciplinary action or termination of employment/volunteer service, or any personnel decision relating to payroll, hiring/appointment, promotion or demotion, or performance reviews, or any action a member perceives as illegal discrimination, harassment, or retaliation. Such matters should be addressed in accordance with the policies and procedures outlined elsewhere in this Handbook.

- *Informal Problem Solving:* The member must first address the supervisor or other member with whom the member has the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, the member may utilize the dispute resolution procedures set forth below.
- *Formal Problem Solving:* The member may submit a written dispute to the Fire Chief or if the dispute involves the Fire Chief to the Board President. The member must submit his/her written dispute within five business days of the incident 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- Problem Solving for the Fire Chief." If the dispute is being submitted to the Board, then the sealed envelope must be marked "Confidential – Problem Solving for the Board President." In either case, the sealed envelope must be delivered to the Administrative Office. The written dispute must, at a minimum, state the following:

- The date of the disputed issue or event, and the date the member has submitted the written dispute;
- The member's name;
- A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps the member took to resolve the dispute on an informal basis;
- All documents or other materials supporting the member's position; and
- The relief sought or a proposal for resolution of the dispute.

If the dispute is submitted to the Fire Chief, he/she will advise the member of his/her receipt of the dispute. The Fire Chief 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 the member must not attempt to appeal it to the Board.

If the dispute is submitted to the Board President, a two-member committee of the Board will notify the Fire Chief of the dispute and provide 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 written recommendations to the Board as a whole as soon as practicable.

REFERENCES

The Fire District may furnish written letters of reference when requested. In response to inquiries about a member from prospective employers/volunteer organizations, the Fire District will give only dates of employment/volunteer service and position(s) held. The Fire District will not answer specific questions or give references regarding a "former member", unless the former member submits a signed written authorization and release to the Fire Chief or the Administrative Office.

SAFETY

It is the Fire District's intent that all members enjoy a safe work environment free from known health and safety hazards. The Fire District requires members to use safe practices concerning work area organization, as well as, use of tools, equipment, and chemicals.

TOBACCO AND TOBACCO PRODUCTS

Members shall not smoke, which includes the use of electronic cigarettes, on any portion of the Fire District's premises, within District vehicles, or within 15 feet of the entrance to any portion of a Fire District owned or leased facility or building. Member shall use common courtesy and cleanliness when smoking or using other tobacco products (dip/chew), including proper disposal of cigarette butts and spit cups/containers.

TRAINING/TRAVEL

The Fire District supports member training for the purpose of improving the quality of emergency services rendered to the community, and for assisting members. Members may request approval to

attend formal education classes, seminars, workshops, or conferences that will mutually benefit the Fire District and the member.

EDUCATIONAL EXPENSE REIMBURSEMENT - FULL-TIME EMPLOYEES

In accordance with applicable IRS regulations, the Fire District may, at the Fire Chief's discretion and subject to annual funding, treat certain job-related educational benefits for full-time employees and full-time shift employees as non-taxable working condition fringe benefits. With the Fire Chief's approval prior to enrollment, and upon successful completion, full-time employees and full-time shift employees, in good standing, may be eligible for reimbursement of tuition, registration, and laboratory fees incurred from an accredited educational institution for a mutually beneficial class that maintains or improves their skills in their present position. Any education related reimbursement or allowance will be in accordance with current Fire District policy.

EDUCATIONAL EXPENSE REIMBURSEMENT - VOLUNTEERS

The Fire District supports volunteer education/training for the purpose of improving the quality of services volunteers provide to the community. A volunteer may request approval to attend formal education classes, seminars, workshops, or conferences that improve the volunteer's ability to perform his/her volunteer services to the Fire District and the community. Any education related reimbursement or allowance will be in accordance with current Fire District policy.

VOLUNTARY SEPARATION

If a member decides to leave the Fire District, the Fire District encourages the member to give his/her supervisor two weeks' notice in writing, specifying the reason for the resignation. Members are encouraged to participate in an exit interview. On or before a member's last day of work, all Fire District property must be returned to the member's supervisor and all debts settled.

VOTING

Voting is an important responsibility we all assume as citizens. The District encourages members to exercise their voting rights in all local government, state, and federal elections. Under most circumstances, it is possible for members to vote either before or after work. If it is necessary for a member to arrive late or leave work to vote in any election, the member must make arrangements with his/her immediate supervisor no later than the day prior to Election Day.

WORKPLACE VIOLENCE

The Fire District is committed to preventing workplace violence and to maintaining a safe work environment. The Fire District has adopted guidelines to deal with intimidation, harassment, or other threats of violence or acts of violence that may occur during business hours or on its premises. Members should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

The Fire District prohibits all on-duty members from carrying, storing, or using weapons. Weapons are prohibited in all Fire District vehicles and apparatus. Carrying, storage, or use of a weapon in the performance of any Fire District duty or activity is expressly prohibited and not within the scope of any member's employment/volunteer service. If a member carries, stores, or uses a concealed weapon while performing a Fire District duty or activity, he/she does so without Fire District authority and he/she will be individually responsible for such actions. Further, any member that carries, stores, or uses a weapon while performing a Fire District duty or activity may be subject to disciplinary action, up to and including termination.

Under current Colorado law, the Fire District cannot prohibit off-duty members or members of the public who possess a valid permit from carrying a concealed weapon in the public portions (apparatus bays, training room, and offices) of the Fire District's facilities. However, the Fire District can and does prohibit off-duty members from carrying or storing a weapon in any non-public portion (living quarters/day room) of the Fire District's facilities or premises. If a member intends to store or carry a weapon in a public portion of the Fire District's facilities or premises, he/she must notify the Fire Chief or a Designee and provide a copy of a valid state permit before taking such action.

Members are reminded that any weapons stored in private vehicles parked on District premises should be properly secured and are the sole responsibility of the member.

WORK RELATED INJURY

The Fire District strives for a safe work environment for members. Therefore, members are required to comply with all safety rules and regulations. Failure to do so will not be tolerated and could result in a reduction to workers' compensation benefits in the event of an injury. If a member has any questions concerning the Fire District's safety requirements, contact his/her supervisor.

If a member is injured, infected, or becomes ill while performing work for, or activities on behalf of, the Fire District, the member must submit a written report of the injury, exposure or illness to his/her supervisor within 24 hours. Failure to follow this procedure may jeopardize the member's right to workers' compensation benefits. Questions regarding workers' compensation insurance claims should be directed to the Fire Chief or the Administrative Office.

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

To assist in selecting a provider, a member may request disclosure of ownership interest and employment relationships from any of the designated providers. A copy of any such request must be submitted to the Fire District in writing. A member 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 the member reaches Maximum Medical

Improvement. Nothing in this paragraph prohibits a member from submitting a written request to change physicians in accordance with state law.

MODIFIED DUTY – RETURN TO WORK

Regardless whether a member's injury/illness was sustained while performing work for the Fire District or is a non-work-related injury/illness, the Fire District will provide temporary modified duty only if the Fire District actually has a position or project available that meets the work restrictions imposed by the medical provider and it will not adversely affect the efficient and effective administration and operation of the Fire District.

A member who is off duty due to a work-related or non-work-related injury/illness may be required to submit a written statement from the Fire District's designated medical provider releasing the member to full duty without restriction before the member may return to active duty. The written release must be submitted to the member's supervisor immediately upon returning to work and forwarded to the Administrative Office. This requirement applies regardless of the amount of time the member is off duty.

If, due to his/her injury/illness, the member cannot return to full, unrestricted duty, the member may qualify for temporary modified duty if the following conditions are met:

- The member must submit to the Administrative Office a written statement by the Fire District's designated medical provider detailing the specific work restrictions imposed on the member and the anticipated duration of the work restrictions.
- The Fire Chief or a Designee will determine if the Fire District has a temporary modified duty position or project available that the member can perform with the work restriction imposed and if placing the member in the temporary modified duty position or project will not adversely affect the efficient and effective administration and operation of the Fire District.
- If the Fire Chief or Designee determines that a temporary modified duty position or project is available that will not adversely affect the efficient and effective administration and operation of the Fire District, the Fire Chief or Designee will prepare an Offer of Modified Duty. Among other matters, the Offer of Modified Duty may address the following issues:
 - A description of the temporary modified position or project being offered to the member;
 - The compensation being offered to the member to perform the temporary modified duty, if the member is an employee;
 - The anticipated duration of the temporary modified duty, if known;
 - The Fire District supervisor who will serve as the designated coordinator while the member is on temporary modified duty. The member is required to keep the designated coordinator fully apprised of the member's recovery status and any change in the member's work restrictions.
 - Any other issues relevant to the member's medical condition, work restrictions or temporary modified duty status.

- While on temporary modified duty, a member is expressly prohibited from performing any duty or activity that would violate the work restrictions. The member shall immediately advise the designated coordinator if the member believes at any time that a duty or activity required by the temporary modified duty position or project would violate a work restriction.
- The duration of temporary modified duty will be evaluated on a case-by-case basis; however, in general, temporary modified duty will continue as long as it is realistic for the temporary modified duty position or project to continue (typically no longer than 6 months), until the member is released to full, unrestricted duty, or until the member reaches Maximum Medical Improvement (MMI), whichever occurs first.
- While on temporary modified duty, the member will be held to all existing personnel policies and will be responsible for maintaining acceptable performance standards as a condition of continued employment/volunteer service.
- If at any time the Fire District believes a member with a work-related injury/illness is capable of performing temporary modified duty, but the member has failed or refused to request temporary modified duty, the Fire District may, in accordance with applicable federal and state law and Rule 6 of the Rules of Procedures established by the Colorado Workers Compensation Division, obtain the necessary certification from the Fire District's designated medical provider that the member can perform a temporary modified position or project proposed by the Fire District and extend an Offer of Modified Duty. The member will have 3 business days from receipt of the Offer of Modified Duty to sign the document and report for work.

NO CONTRACTUAL RIGHTS - AT WILL EMPLOYMENT/VOLUNTEER SERVICE

As stated at the beginning of this Handbook, this Handbook does not constitute an express or implied employment contract with any member. Notwithstanding any statement to the contrary in this Handbook or any other Fire District document (whether in paper or electronic form), or any statement made by a Fire District Board member, officer, member, representative or agent, a member may be terminated at any time for any or no reason, subject only to the requirements of applicable law. Employees with employment contracts may only be terminated in accordance with the terms of the employment contract.

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.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE FIRE DISTRICT’S CURRENT MEMBER HANDBOOK. I UNDERSTAND I AM TO READ, UNDERSTAND, AND COMPLY WITH THE CONTENTS OF THE HANDBOOK. I UNDERSTAND THAT I SHOULD TALK TO MY SUPERVISOR AND/OR THE FIRE CHIEF IF I HAVE QUESTIONS.

FURTHER, I UNDERSTAND:

- UNLESS I HAVE A WRITTEN EMPLOYMENT CONTRACT THAT PROVIDES OTHERWISE, MY EMPLOYMENT/VOLUNTEER SERVICE IS AT-WILL AND THE FIRE DISTRICT HAS THE RIGHT TO END THE WORK RELATIONSHIP FOR ANY OR NO REASON, SUBJECT ONLY TO APPLICABLE LAW. SIMILARLY, I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE FIRE DISTRICT FOR ANY OR NO REASON, WITH OR WITHOUT ADVANCE NOTICE.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT; NOR IS IT A GUARANTEE OF EMPLOYMENT/VOLUNTEER SERVICE FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL-INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE FIRE DISTRICT’S RULES.
- THE NEED MAY ARISE TO CHANGE THE RULES DESCRIBED IN THE HANDBOOK. THE FIRE DISTRICT THEREFORE HAS THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF THE FIRE DISTRICT, OTHER THAN THE BOARD OR THE FIRE CHIEF, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE FIRE DISTRICT BOARD OR FIRE CHIEF AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

MEMBER SIGNATURE _____

DATE _____

PRINT NAME: _____