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ELIZABETH FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA September 9, 2021 at 6:00 pm

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Additions/Deletions to Agenda
6. Approval of Minutes
7. Financial Matters
 - Ratify the bills
 - Discussion and possible approval
8. Staff Report
9. Legal Report
10. Old Business
11. New Business
 - Discussion and Possible Approval of Handbook Update 2022
12. Adjournment

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ELIZABETH FIRE PROTECTION DISTRICT

Held: Tuesday, August 10, 2021, 6:00 p.m.

Attendance

The regular meeting of the Board of Directors of the Elizabeth Fire Protection District ("District") was called and held in accordance with the laws of the State of Colorado.

The following Directors were in attendance:

Scott Christensen, Board Vice President (virtual)
Wayne Austgen, Board Secretary
Mike Graeff, Board Director
Don Means, Board Director

Also present were:

T.J. Steck, Fire Chief
Kara Gerczynski, Division Chief Fire Prevention and
Administration
Jeff Brown, Battalion Chief of Operations
Sarah Fischer, Director of Finance and HR
Michelle Ferguson, District Legal Counsel
Taylor Clark, Secretary to the Board

Absent

Rick Young, Board President

Call to Order

Since the Board President was absent and the Vice-President was participating via Zoom, Director Means agreed to chair the meeting. Director Means called to order the regular meeting of the Board of Directors of the Elizabeth Fire Protection District at 6:01 p.m.

Director Means called for a motion to excuse Director Young. Director Austgen made the motion. Director Graeff seconded the motion. All in favor.

RECORD OF PROCEEDINGS

Pledge of Allegiance	Director Austgen led the Pledge of Allegiance.
Public Comment	Director Means opened the meeting for public comment. There was no public comment.
Addition/Deletions to Agenda	Director Means asked if there were any changes to the Agenda. There were no changes to the Agenda.
Approval of Minutes	The Board reviewed the draft minutes from the July 13, 2021, regular Board meeting. Director Means called for a motion to approve the July 13, 2021 minutes, as presented. Director Christensen made the motion. Director Graeff seconded the motion. All in favor.
Financial Matters	
<ul style="list-style-type: none">• Ratify the bills	Director Means stated the Board has been provided with the financials and asked if there were any questions. There were no questions. Chief Steck informed the Board that he wished to provide an explanation for the meeting expense for the month of July. The meeting expense was over budget by 117%, which was explained as an expansion of credit cards issued to Battalion Chiefs and Lieutenants. All the charges to those cards were credited to meeting expenses. He informed the Board that those charges will continue to be credited to that account. Discussion followed.

RECORD OF PROCEEDINGS

Director Means called for a motion to ratify the payment of the bills. Director Austgen made the motion. Director Graeff seconded the motion. All in favor.

Staff Report

Chief Steck presented an overview of the staff report. He informed the Board that he is in talks with South Metro Fire Protection District ("South Metro") to purchase Tender 39 from them. He stated that he has not heard back yet on the plow truck from South Metro.

Battalion Chief of Operations Brown explained to the Board the repairs and services being done on the Snow Cat by Tracked Outdoors.

Chief Steck asked the Board for approval to provide a nominal bonus to exempt staff members who had participated in the COVID-19 response effort. Nonexempt staff received payment for their additional hours; however, exempt staff received no compensation beyond their regular salary, yet this work was beyond their regular job duties. The staff in question include Battalion Chief of Operations Brown, Battalion Chief of Training Carnesi, Battalion Chief of EMS Mackall, Division Chief Fire Prevention and Administration Gerczynski, and Director of Finance and HR Fischer. The Board approved the Fire Chief's request to award a nominal bonus to those employees.

Chief Steck discussed the options for replacing the failing stucco at Station 271. He explained that Staff's recommendation was to go with the cheaper option to strip and replace only what needs to be replaced, costing around \$1,500 in repairs.

Division Chief Fire Prevention and Administration Gerczynski explained to the Board the situation surrounding Mountain Heart Woodworking Facility. The County is requiring the Facility to be a part of the territory of a fire department in order to operate, which means they need to be included into the District. Attorney Ferguson explained the inclusion statute to the Board, which states that the Board could approve the business's petition to be included into the District's territory. Division Chief Fire Prevention and Administration Gerczynski will be reviewing the status of the neighboring properties before proceeding with the inclusion process.

RECORD OF PROCEEDINGS

Discussion followed.

Director Means asked if there were any questions. There were no questions.

Legal Report

Director Means stated the Board has been provided with the legal report. Attorney Ferguson provided the Board with an overview of the legal report. Discussion followed.

Attorney Ferguson stated that payment had been received by a former employee who owed the District reimbursement for his training, since he did not stay employed with the District for the required two years.

Attorney Ferguson asked if there were any questions. There were no questions.

New Business

Director of Finance and HR Fischer discussed changes to the position of Volunteer Water Supply Specialist and explained that the main change was that the number of on-call hours required for each month have changed, making it consistent with the Reserve positions.

Director Means called for a motion to approve the changes. Director Graeff made the motion. Director Christensen seconded the motion. All in favor.

Discussion followed.

Chief Steck explained that the September regular Board meeting would not be able to take place on its original date of Tuesday, September 14, because he, Division Chief Fire Prevention and Administration Gerczynski, and Director of Finance and HR Fischer would be at the SDA conference. Several alternative dates were discussed.

Director Means called for a motion to approve the date change for the September regular Board meeting from Tuesday, September 14 to Thursday, September 9. Director Austgen made the motion, Director Graeff seconded the motion. All in favor.

RECORD OF PROCEEDINGS

Adjournment

There being no further business to come before the Board, Director Austgen moved to adjourn, Director Graeff seconded, all in favor. The meeting adjourned at 6:50 p.m.

Meeting Schedule

The next regular Board meeting is scheduled for September 9, 2021, at 6:00 p.m. at 155 West Kiowa Ave, Elizabeth, Colorado.

_____ Date: September 9, 2021

Rick Young, Board President

_____ Date: September 9, 2021

Wayne Austgen, Secretary

Elizabeth Fire Protection District
General Fund Balance Sheet
As of August 31, 2021

	Aug 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1.10100 · BOK Financial Operating	39,743.12
1.10150 · BOK Financial Payroll	14,677.56
1.10200 · Community Bank of Colorado	40,960.35
1.10300 · Wells Fargo	-153.60
1.10400 · Colorado Trust General Account	1,895,986.29
1.10600 · CSafe Fund General Account	7,086.31
1.10700 · Colorado Trust Scholarship Fund	546.43
1.10950 · Claim on Pooled Cash	559.54
Total Checking/Savings	1,999,406.00
Accounts Receivable	
1.11600 · Accounts Receivable	17,720.50
Total Accounts Receivable	17,720.50
Other Current Assets	
1.12500 · Petty Cash Fund	100.00
1.18400 · Prepaid Expenses	22,210.15
Total Other Current Assets	22,310.15
Total Current Assets	2,039,436.65
Fixed Assets	
1.15100 · Fixed Asset Land	1,614,052.51
1.15200 · Fixed Asset Equipment	176,482.08
1.15300 · Fixed Asset Vehicle	1,619,889.97
Total Fixed Assets	3,410,424.56
Other Assets	
1.13000 · Property Tax Receivable	2,418,789.00
1.13600 · Transport Fees Receivable	174,952.63
1.13700 · Allowance for Doubtful Debt	-97,883.96
Total Other Assets	2,495,857.67
TOTAL ASSETS	7,945,718.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1.20000 · *Accounts Payable	-1.87
Total Accounts Payable	-1.87
Other Current Liabilities	
1.20200 · Accounts Payable	12,685.14
1.21000 · Deferred Property Tax Revenue	2,418,789.00
1.21100 · Federal Payroll Tax	-3.12
1.21200 · State Payroll Tax	720.00
1.21400 · Colorado Unemployment	-230.11
1.22100 · Colonial	-5.40
1.22200 · Colonial - Pre-Tax	-7.61
1.23000 · Deferred Grant Revenue	11,041.27
Total Other Current Liabilities	2,442,989.17
Total Current Liabilities	2,442,987.30
Total Liabilities	2,442,987.30
Equity	
1.30300 · Investment in Fixed Asset	3,410,424.56
1.31100 · Unapplied Fund Balance	826,302.18

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09/02/21

Accrual Basis

**Elizabeth Fire Protection District
General Fund Balance Sheet
As of August 31, 2021**

	<u>Aug 31, 21</u>
32000 - Unrestricted Net Assets	429,536.26
Net Income	<u>836,468.58</u>
Total Equity	5,502,731.58
TOTAL LIABILITIES & EQUITY	<u><u>7,945,718.88</u></u>

Elizabeth Fire Protection District
Income Statement General Fund
 January through August 2021

	Jan - Aug 21
Income	
1.40100 · General Fund Property Tax Reven	2,389,133.12
1.40200 · S.O.T. Revenue	285,298.64
1.40300 · Transport Revenue	225,447.06
1.40400 · Permit Fees	22,544.00
1.40500 · Developer Contributions	55,750.00
1.40600 · CPR Income	2,880.00
1.40850 · COVID Agreement	195,724.29
1.41000 · Sale of Capital Assets	5,554.00
1.41100 · Interest Revenue	1,288.18
1.41200 · Other Miscellaneous Income	12,181.00
	3,195,800.29
Total Income	3,195,800.29
Gross Profit	3,195,800.29
Expense	
1.50000 · Administration	1,872,533.28
1.51000 · Professional Services	110,250.66
1.52000 · Apparatus	31,493.36
1.53000 · Facilities	139,486.02
1.54000 · Equipment Maintenance and Testi	14,252.19
1.55000 · Fire Prevention/Investigations	7,890.51
1.56000 · Communications	8,484.63
1.57000 · Technology	19,555.01
1.58000 · Operations	108,496.93
1.80901 · Disaster Relief Account	46,889.12
	2,359,331.71
Total Expense	2,359,331.71
Net Income	836,468.58

Elizabeth Fire Protection District
General Fund Comparison Budget
 January through August 2021

	Jan - Aug 21	Budget	\$ Over Budget	% of Budget
Income				
1.40100 · General Fund Property Tax Reven	2,389,133.12	2,420,533.00	(31,399.88)	98.7%
1.40200 · S.O.T. Revenue	285,298.64	450,000.00	(164,701.36)	63.4%
1.40300 · Transport Revenue	225,447.06	345,000.00	(119,552.94)	65.3%
1.40400 · Permit Fees	22,544.00	15,000.00	7,544.00	150.3%
1.40500 · Developer Contributions	55,750.00	30,000.00	25,750.00	185.8%
1.40600 · CPR Income	2,880.00	1,600.00	1,280.00	180.0%
1.40700 · CFFHC Benefit Trust	0.00	2,600.00	(2,600.00)	0.0%
1.40850 · COVID Agreement	195,724.29			
1.40900 · Deployment Income	0.00	70,000.00	(70,000.00)	0.0%
1.41000 · Sale of Capital Assets	5,554.00	5,000.00	554.00	111.1%
1.41100 · Interest Revenue	1,288.18	12,000.00	(10,711.82)	10.7%
1.41200 · Other Miscellaneous Income	12,181.00	120,000.00	(107,819.00)	10.2%
1.49000 · Transfer In From Other Funds	0.00	75,000.00	(75,000.00)	0.0%
Total Income	3,195,800.29	3,546,733.00	(350,932.71)	90.1%
Gross Profit	3,195,800.29	3,546,733.00	(350,932.71)	90.1%
Expense				
1.50000 · Administration	1,872,533.28	2,997,951.60	(1,125,418.32)	62.5%
1.51000 · Professional Services	110,250.66	169,615.99	(59,365.33)	65.0%
1.52000 · Apparatus	31,493.36	72,500.00	(41,006.64)	43.4%
1.53000 · Facilities	139,486.02	196,933.00	(57,446.98)	70.8%
1.54000 · Equipment Maintenance and Testi	14,252.19	36,200.00	(21,947.81)	39.4%
1.55000 · Fire Prevention/Investigations	7,890.51	22,800.00	(14,909.49)	34.6%
1.56000 · Communications	8,484.63	15,000.00	(6,515.37)	56.6%
1.57000 · Technology	19,555.01	53,700.00	(34,144.99)	36.4%
1.58000 · Operations	108,496.93	173,550.00	(65,053.07)	62.5%
1.80300 · Grant Expense	0.00	0.00	0.00	0.0%
1.80900 · Contingency	0.00	10,000.00	(10,000.00)	0.0%
1.80901 · Disaster Relief Account	46,889.12			
Total Expense	2,359,331.71	3,748,250.59	(1,388,918.88)	62.9%
Net Income	836,468.58	(201,517.59)	1,037,986.17	(415.1)%

Elizabeth Fire Protection District
Capital Mill Comparison Budget
 January through August 2021

	Jan - Aug 21	Budget	\$ Over Budget	% of Budget
Income				
2.40100 · Capital Improvement Tax Revenue	401,258.29	405,005.00	(3,746.71)	99.1%
2.40800 · Grant Income Cap Mil	0.00	450,000.00	(450,000.00)	0.0%
2.41100 · Interest Revenue-CMF	173.75	2,000.00	(1,826.25)	8.7%
Total Income	401,432.04	857,005.00	(455,572.96)	46.8%
Gross Profit	401,432.04	857,005.00	(455,572.96)	46.8%
Expense				
2.49000 · Grant Equipment	0.00	500,000.00	(500,000.00)	0.0%
2.55000 · County Treasurer Fee-CMF	11,704.54	12,150.15	(445.61)	96.3%
2.60000 · Capital Mil Transfer Out	0.00	49,000.00	(49,000.00)	0.0%
2.80010 · PPE Capital Expense	0.00	25,000.00	(25,000.00)	0.0%
2.80012 · Apparatus Capital Expense	4,000.00			
2.80013 · Equipment Capital Expense	12,293.31	45,000.00	(32,706.69)	27.3%
2.80014 · Station 271 Capital Expense	0.00	20,000.00	(20,000.00)	0.0%
2.80016 · Station 273 Capital Expense	0.00	20,000.00	(20,000.00)	0.0%
2.80017 · General Facilities Capital Exp	14,896.00	20,000.00	(5,104.00)	74.5%
2.80018 · Joint Facility Capital Expense	30,000.00	29,000.00	1,000.00	103.4%
2.80201 · PNC Lease Principal	116,184.57	136,007.00	(19,822.43)	85.4%
2.80220 · PNC Lease Interest	23,881.56	4,059.00	19,822.56	588.4%
Total Expense	212,959.98	860,216.15	(647,256.17)	24.8%
Net Income	188,472.06	(3,211.15)	191,683.21	(5,869.3)%

Elizabeth Fire Protection District
Impact Fee Funds Comparison Budget
 January through August 2021

	Jan - Aug 21	Budget	\$ Over Budget	% of Budget
Income				
3.40100 · Zone 1 Income	24,665.00	15,000.00	9,665.00	164.4%
3.41100 · Interest	1.61	115.00	(113.39)	1.4%
4.40200 · Zone 2 Income	7,356.00	2,452.00	4,904.00	300.0%
4.41100 · Interest Impact fee Zone 2	1.29	6.00	(4.71)	21.5%
5.40300 · Zone 3 Income	2,452.00	5,000.00	(2,548.00)	49.0%
5.41100 · Interest Impact Fee Zone 3	0.34	125.00	(124.66)	0.3%
Total Income	34,476.24	22,698.00	11,778.24	151.9%
Gross Profit	34,476.24	22,698.00	11,778.24	151.9%
Expense				
3.60000 · Zone 1 Transfer Out	0.00	15,115.00	(15,115.00)	0.0%
4.60002 · Zone 2 Expense	0.00	2,452.00	(2,452.00)	0.0%
5.60003 · Zone 3 Expense	0.00	5,125.00	(5,125.00)	0.0%
Total Expense	0.00	22,692.00	(22,692.00)	0.0%
Net Income	34,476.24	6.00	34,470.24	574,604.0%

Elizabeth Fire Protection District
Infrastructure Fee Fund Comparison Budget
 January through August 2021

	<u>Jan - Aug 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
6.40100 · Infrastructure Fee Income	35,320.00	4,160.00	31,160.00	849.0%
6.41100 · Interest Revenue IF	15.96	125.00	(109.04)	12.8%
Total Income	<u>35,335.96</u>	<u>4,285.00</u>	<u>31,050.96</u>	<u>824.6%</u>
Gross Profit	35,335.96	4,285.00	31,050.96	824.6%
Expense				
6.80017 · Infrastructure Facilities Exp	0.00	15,000.00	(15,000.00)	0.0%
Total Expense	<u>0.00</u>	<u>15,000.00</u>	<u>(15,000.00)</u>	<u>0.0%</u>
Net Income	<u>35,335.96</u>	<u>(10,715.00)</u>	<u>46,050.96</u>	<u>(329.8)%</u>

Elizabeth Fire Protection District

September 2, 2021

Bank Balances

Accrual Basis

As of August 31, 2021

	Aug 31, 21	
	Debit	Credit
1.10100 · BOK Financial Operating	39,743.12	
1.10150 · BOK Financial Payroll	14,677.56	
1.10200 · Community Bank of Colorado	40,960.35	
1.10300 · Wells Fargo		153.60
1.10400 · Colorado Trust General Account	1,895,986.29	
1.10600 · CSafe Fund General Account	7,086.31	
1.10700 · Colorado Trust Scholarship Fund	546.43	
1.10950 · Claim on Pooled Cash	559.54	
2.10400 · Colo Trust Cap Mill	363,993.75	
2.10950 · Claim on Pooled Cash-CMF		1,785.54
2.13500 · Cash with County Treasurer-CMF	0.00	
3.10100 · Colorado Trust Impact Fee Zn1	11,099.97	
3.10950 · Claims on Pooled Cash Zone 1	14,857.00	
4.10101 · Colorado Trust Impact Fee Zn 2	8,052.10	
5.10102 · Colorado Trust Impact Fee Zn 3	2,695.67	
5.10950 · Claim on Pooled Cash Zone3	1,226.00	
6.10200 · Colorado Trust Infrastructure	74,644.99	
6.10950 · Claims on Pooled Cash Infrastru		14,857.00
TOTAL	2,476,129.08	16,796.14

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
	08/12/2021	QuickBooks Pay...	1.10150 · BOK Financial Payroll		-56,155.68
		QuickBooks Payr...	2110 · Direct Deposit Liabilities	-56,155.68	56,155.68
TOTAL				-56,155.68	56,155.68
	08/30/2021	QuickBooks Pay...	1.10150 · BOK Financial Payroll		-61,953.29
		QuickBooks Payr...	2110 · Direct Deposit Liabilities	-61,953.29	61,953.29
TOTAL				-61,953.29	61,953.29
	08/31/2021		1.10100 · BOK Financial Operating		-366.47
			1.50102 · Bank Fees	-366.47	366.47
TOTAL				-366.47	366.47
ACH0461	08/02/2021	Public Sector H...	1.10100 · BOK Financial Operating		-26,943.21
			1.50403 · Health Insurance	-26,943.21	26,943.21
TOTAL				-26,943.21	26,943.21
ACH0462	08/02/2021	Kriz Consulting	1.10100 · BOK Financial Operating		-2,602.64
			1.51106 · EMS Billing	-2,602.64	2,602.64
TOTAL				-2,602.64	2,602.64
ACH0463	08/02/2021	HUMANA	1.10100 · BOK Financial Operating		-241.60
			1.50407 · Life Insurance	-241.60	241.60
TOTAL				-241.60	241.60
ACH0464	08/11/2021	IRELAND	1.10100 · BOK Financial Operating		-1,714.19
			1.51101 · Legal Fees	-1,714.19	1,714.19
TOTAL				-1,714.19	1,714.19
ACH0465	08/04/2021	BOK Financial CC	1.10100 · BOK Financial Operating		-4,913.15
			1.50104 · Meeting Expense	-39.64	39.64
			1.50104 · Meeting Expense	-42.36	42.36
			1.53310 · 273 Maintenance/ Repairs	-71.75	71.75
			1.53310 · 273 Maintenance/ Repairs	-79.88	79.88
			1.53111 · 271 Maintenance/Repairs	-85.95	85.95
			1.53309 · 273 Grounds	-35.00	35.00
			1.55104 · Community Education Supplies	-6.56	6.56
			1.55104 · Community Education Supplies	-5.40	5.40
			1.55104 · Community Education Supplies	-29.69	29.69
			1.55105 · Training	-98.00	98.00
			1.50104 · Meeting Expense	-27.94	27.94
			1.50104 · Meeting Expense	-39.62	39.62
			1.57102 · I.T. Software Upgrades Sage/Sup	-566.94	566.94
			1.50107 · Admin Training	-350.00	350.00
			1.55108 · Dues/Certifications	-279.00	279.00
			1.58105 · Firefighter Training	-400.00	400.00
			1.50104 · Meeting Expense	-28.58	28.58
			1.50107 · Admin Training	-50.00	50.00

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
			1.56106 · Cell Phone Expense	-82.08	82.08
			1.55109 · Address Sign	-60.34	60.34
			1.53206 · 272 Cable	-114.05	114.05
			1.50104 · Meeting Expense	-36.29	36.29
			1.50107 · Admin Training	-350.00	350.00
			1.53205 · 272 Internet	-69.90	69.90
			1.53210 · 272 Maintenance/Repairs	-60.00	60.00
			1.53310 · 273 Maintenance/ Repairs	-90.00	90.00
			1.53111 · 271 Maintenance/Repairs	-95.00	95.00
			1.50107 · Admin Training	50.00	-50.00
			1.53810 · Admin Maint/Repairs	-204.17	204.17
			1.50110 · Express Toll	-31.20	31.20
			1.50502 · Background Checks	-69.74	69.74
			1.52101 · Apparatus Preventative Maint	-51.56	51.56
			1.53110 · 271 Grounds	-179.00	179.00
			1.58306 · Protective Clothing	9.63	-9.63
			1.53811 · Admin Equipment/Upgrades	233.06	-233.06
			1.58501 · Operations Equipment/Upgrades	-318.90	318.90
			1.50101 · Office Supplies	-101.17	101.17
			1.53904 · Quartermaster Supplies	-464.25	464.25
			1.53904 · Quartermaster Supplies	-302.56	302.56
			1.57110 · I.T. Equipment/Upgrades	670.50	-670.50
			1.50104 · Meeting Expense	-35.57	35.57
			1.57110 · I.T. Equipment/Upgrades	-670.50	670.50
			1.53904 · Quartermaster Supplies	-205.85	205.85
			1.53111 · 271 Maintenance/Repairs	-47.90	47.90
TOTAL				-4,913.15	4,913.15
ACH0466	08/12/2021	WEX	1.10100 · BOK Financial Operating		-1,154.58
			1.58701 · Fuel	-1,154.58	1,154.58
TOTAL				-1,154.58	1,154.58
ACH0467	08/12/2021	Pinnacol Assura...	1.10100 · BOK Financial Operating		-9,383.00
			1.50409 · Workers Comp	-9,383.00	9,383.00
TOTAL				-9,383.00	9,383.00
25775	08/11/2021	Agfinity	1.10100 · BOK Financial Operating		-1,922.03
I58168	08/10/2021		1.58701 · Fuel	-1,922.03	1,922.03
TOTAL				-1,922.03	1,922.03
25776	08/11/2021	Airgas	1.10100 · BOK Financial Operating		-800.96
9981706691	08/10/2021		1.58202 · EMS Supplies	-800.96	800.96
TOTAL				-800.96	800.96
25777	08/11/2021	Allcopy	1.10100 · BOK Financial Operating		-440.81
29775674	08/10/2021		1.57109 · Copier	-440.81	440.81
TOTAL				-440.81	440.81
25778	08/11/2021	AT&T Mobility	1.10100 · BOK Financial Operating		-299.92
2873038876...	08/10/2021		1.56105 · Connectivity Expense	-299.92	299.92

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
TOTAL				-299.92	299.92
25779	08/11/2021	Autozone	1.10100 · BOK Financial Operating		-50.09
4387637502	08/10/2021		1.53110 · 271 Grounds	-50.09	50.09
TOTAL				-50.09	50.09
25780	08/11/2021	BC Building	1.10100 · BOK Financial Operating		-176.00
214526	08/10/2021		1.53111 · 271 Maintenance/Repairs	-176.00	176.00
TOTAL				-176.00	176.00
25781	08/11/2021	Black Hills	1.10100 · BOK Financial Operating		-130.43
0654784598	08/10/2021		1.53103 · 271 Gas	-101.20	101.20
7272235064	08/10/2021		1.53803 · Admin Natural Gas	-12.98	12.98
7708368470	08/10/2021		1.53203 · 272 Gas	-16.25	16.25
TOTAL				-130.43	130.43
25782	08/11/2021	CC ADMIN	1.10100 · BOK Financial Operating		-230.90
8497202000...	08/10/2021		1.53805 · Admin Internet	-230.90	230.90
TOTAL				-230.90	230.90
25783	08/11/2021	CC Station 271 I...	1.10100 · BOK Financial Operating		-240.62
8497202000...	08/10/2021		1.53105 · 271 Internet	-240.62	240.62
TOTAL				-240.62	240.62
25784	08/11/2021	CC Station 273 ...	1.10100 · BOK Financial Operating		-16.00
8497202240...	08/10/2021		1.53306 · 273 Cable	-16.00	16.00
TOTAL				-16.00	16.00
25785	08/11/2021	CC Station 273 I...	1.10100 · BOK Financial Operating		-233.38
8497202240...	08/10/2021		1.53305 · 273 Internet	-233.38	233.38
TOTAL				-233.38	233.38
25786	08/11/2021	CDPC	1.10100 · BOK Financial Operating		-150.00
21-44563	08/10/2021		1.58108 · Firefighter Cert. Testing	-90.00	90.00
21-44325	08/10/2021		1.58108 · Firefighter Cert. Testing	-60.00	60.00
TOTAL				-150.00	150.00
25787	08/11/2021	Century Link	1.10100 · BOK Financial Operating		-138.20
3036465106...	08/10/2021		1.53204 · 272 Phone	-138.20	138.20
TOTAL				-138.20	138.20
25788	08/11/2021	Comcast Station...	1.10100 · BOK Financial Operating		-906.95

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
127524170	08/10/2021		1.53104 · 271 Phone 1.53304 · 273 Phone 1.53804 · Admin Phone	-295.33 -186.96 -424.66	295.33 186.96 424.66
TOTAL				-906.95	906.95
25789	08/11/2021	CURTIS	1.10100 · BOK Financial Operating		-805.88
INV514165	08/10/2021		1.52103 · Apparatus Equipment/Upgrades	-805.88	805.88
TOTAL				-805.88	805.88
25790	08/11/2021	ECOLAB	1.10100 · BOK Financial Operating		-505.59
6262530942	08/10/2021		1.58202 · EMS Supplies	-505.59	505.59
TOTAL				-505.59	505.59
25791	08/11/2021	Elizabeth Auto	1.10100 · BOK Financial Operating		-118.52
135340	08/10/2021		1.52102 · Apparatus Repairs	-118.52	118.52
TOTAL				-118.52	118.52
25792	08/11/2021	Elizabeth Firefig...	1.10100 · BOK Financial Operating		-3,425.00
8	08/10/2021		2.80013 · Equipment Capital Expense	-3,425.00	3,425.00
TOTAL				-3,425.00	3,425.00
25793	08/11/2021	HBS	1.10100 · BOK Financial Operating		-85.00
FR821493	08/11/2021		1.53108 · 271 Trash 1.53207 · 272 Trash 1.53307 · 273 Trash	-37.00 -21.00 -27.00	37.00 21.00 27.00
TOTAL				-85.00	85.00
25794	08/11/2021	IMAGE	1.10100 · BOK Financial Operating		-251.04
129862	08/11/2021		1.57104 · Records Management Imagetrend	-251.04	251.04
TOTAL				-251.04	251.04
25795	08/11/2021	IREA	1.10100 · BOK Financial Operating		-1,610.78
23608400	08/11/2021		1.53302 · 273 Electric	-570.42	570.42
71184002	08/11/2021		1.53102 · 271 Electric	-768.06	768.06
95602299	08/11/2021		1.53802 · Admin Electric	-272.30	272.30
TOTAL				-1,610.78	1,610.78
25796	08/11/2021	John Deere	1.10100 · BOK Financial Operating		-76.97
H72155	08/11/2021		1.53111 · 271 Maintenance/Repairs	-76.97	76.97
TOTAL				-76.97	76.97
25797	08/11/2021	MES	1.10100 · BOK Financial Operating		-759.79
IN1602964	08/11/2021		1.54105 · SCBA Testing/Maintenance	-759.79	759.79

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
TOTAL				-759.79	759.79
25798	08/11/2021	METLIFE	1.10100 · BOK Financial Operating		-3,129.70
TS05348811...	08/11/2021		1.50404 · Dental Insurance	-1,757.11	1,757.11
			1.50405 · Vision Insurance	-310.72	310.72
			1.50414 · Short/Long Term Disability	-1,061.87	1,061.87
TOTAL				-3,129.70	3,129.70
25799	08/11/2021	Profile EA	1.10100 · BOK Financial Operating		-38.30
11795	08/11/2021		1.50402 · Wellness/EAP Program	-38.30	38.30
TOTAL				-38.30	38.30
25800	08/11/2021	RSFPD	1.10100 · BOK Financial Operating		-743.43
557	08/11/2021		1.52102 · Apparatus Repairs	-743.43	743.43
TOTAL				-743.43	743.43
25801	08/11/2021	SCHAAF	1.10100 · BOK Financial Operating		-600.00
08/7/2021	08/11/2021		1.51103 · I.T. Services	-600.00	600.00
TOTAL				-600.00	600.00
25802	08/11/2021	Skaggs	1.10100 · BOK Financial Operating		-1,731.91
100_A_4416...	08/11/2021		1.58306 · Protective Clothing	-1,295.94	1,295.94
100_A_7690...	08/11/2021		1.58302 · Class B Uniforms	-115.98	115.98
100_A_8115...	08/11/2021		1.58302 · Class B Uniforms	-19.99	19.99
100_A_8193...	08/11/2021		1.58302 · Class B Uniforms	-111.00	111.00
100_A_8193...	08/11/2021		1.58306 · Protective Clothing	-189.00	189.00
TOTAL				-1,731.91	1,731.91
25803	08/11/2021	Sprint	1.10100 · BOK Financial Operating		-454.39
857699224-...	08/11/2021		1.56105 · Connectivity Expense	-454.39	454.39
TOTAL				-454.39	454.39
25805	08/11/2021	True Value	1.10100 · BOK Financial Operating		-380.95
1718	08/11/2021		1.53903 · Furnishing/Fixtures	-101.95	109.97
			1.53811 · Admin Equipment/Upgrades	-53.35	57.55
			1.53209 · 272 Grounds	-11.11	11.99
			1.52102 · Apparatus Repairs	-41.76	45.05
			1.53810 · Admin Maint/Repairs	-20.64	22.27
			1.53810 · Admin Maint/Repairs	-71.73	77.38
			1.53810 · Admin Maint/Repairs	-3.98	4.29
			1.53810 · Admin Maint/Repairs	-3.24	3.49
			1.53110 · 271 Grounds	-23.61	25.47
			1.52102 · Apparatus Repairs	-0.11	0.12
			1.53112 · 271 Equipment/Upgrades	-7.78	8.39
			1.53311 · 273 Equipment/ Upgrades	-15.74	16.98
			1.53110 · 271 Grounds	-25.95	27.99
TOTAL				-380.95	410.94

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
25806	08/11/2021	TWNE LZ	1.10100 · BOK Financial Operating		-298.98
61.01	08/11/2021		1.53107 · 271 Water/Sewer	-210.10	210.10
2000.03	08/11/2021		1.53812 · Admin Building Water/Sewer	-88.88	88.88
TOTAL				-298.98	298.98
25807	08/12/2021	Teleflex	1.10100 · BOK Financial Operating		-562.50
9504206949	08/11/2021		1.58202 · EMS Supplies	-562.50	562.50
TOTAL				-562.50	562.50
25808	08/20/2021	SMFRA	1.10100 · BOK Financial Operating		-4,000.00
			2.80012 · Apparatus Capital Expense	-4,000.00	4,000.00
TOTAL				-4,000.00	4,000.00
25809	08/25/2021	Allcopy	1.10100 · BOK Financial Operating		-342.99
AR3211389	08/25/2021		1.57109 · Copier	-42.99	42.99
AR3210188	08/25/2021		1.57109 · Copier	-294.94	294.94
AR3253014	08/25/2021		1.57109 · Copier	-5.06	5.06
TOTAL				-342.99	342.99
25810	08/25/2021	Alpha Electrical ...	1.10100 · BOK Financial Operating		-392.00
2608	08/25/2021		1.53811 · Admin Equipment/Upgrades	-392.00	392.00
TOTAL				-392.00	392.00
25811	08/25/2021	Black Hills	1.10100 · BOK Financial Operating		-16.51
7708368470	08/25/2021		1.53203 · 272 Gas	-16.51	16.51
TOTAL				-16.51	16.51
25812	08/25/2021	Boundtree	1.10100 · BOK Financial Operating		-2,021.24
84159802	08/25/2021		1.58202 · EMS Supplies	-781.35	781.35
84163552	08/25/2021		1.58202 · EMS Supplies	-1,214.39	1,214.39
84173292	08/25/2021		1.58202 · EMS Supplies	-25.50	25.50
TOTAL				-2,021.24	2,021.24
25813	08/25/2021	CC Station 271 ...	1.10100 · BOK Financial Operating		-22.50
8497202000...	08/25/2021		1.53106 · 271 Cable	-22.50	22.50
TOTAL				-22.50	22.50
25814	08/25/2021	CDPC	1.10100 · BOK Financial Operating		-480.00
21-44850	08/25/2021		1.58108 · Firefighter Cert. Testing	-450.00	450.00
21-44698	08/25/2021		1.58108 · Firefighter Cert. Testing	-30.00	30.00
TOTAL				-480.00	480.00
25815	08/25/2021	CRAH	1.10100 · BOK Financial Operating		-6.20

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
ElizFireJul21	08/25/2021		1.58202 · EMS Supplies	-6.20	6.20
TOTAL				-6.20	6.20
25816	08/25/2021	CURTIS	1.10100 · BOK Financial Operating		-473.57
INV517277	08/25/2021		1.52103 · Apparatus Equipment/Upgrades	-473.57	473.57
TOTAL				-473.57	473.57
25817	08/25/2021	ELDORA	1.10100 · BOK Financial Operating		-185.35
131339	08/25/2021		1.53109 · 271 Drinking Water	-134.10	134.10
131340	08/25/2021		1.53308 · 273 Drinking Water	-51.25	51.25
TOTAL				-185.35	185.35
25818	08/25/2021	FRNTAP	1.10100 · BOK Financial Operating		-152.09
71131	08/25/2021		1.52103 · Apparatus Equipment/Upgrades	-49.28	49.28
70985	08/25/2021		1.52103 · Apparatus Equipment/Upgrades	-102.81	102.81
TOTAL				-152.09	152.09
25819	08/25/2021	IREA	1.10100 · BOK Financial Operating		-159.39
73157800	08/25/2021		1.53202 · 272 Electric	-159.39	159.39
TOTAL				-159.39	159.39
25820	08/25/2021	Life- Assist	1.10100 · BOK Financial Operating		-222.50
1123102	08/25/2021		1.58202 · EMS Supplies	-222.50	222.50
TOTAL				-222.50	222.50
25821	08/25/2021	MCP Components	1.10100 · BOK Financial Operating		-212.73
1290	08/25/2021		1.52103 · Apparatus Equipment/Upgrades	-212.73	212.73
TOTAL				-212.73	212.73
25822	08/25/2021	METLIFE	1.10100 · BOK Financial Operating		-3,467.39
TS05348811...	08/25/2021		1.50404 · Dental Insurance	-1,946.02	1,946.02
			1.50405 · Vision Insurance	-348.09	348.09
			1.50414 · Short/Long Term Disability	-1,173.28	1,173.28
TOTAL				-3,467.39	3,467.39
25823	08/25/2021	RSFPD	1.10100 · BOK Financial Operating		-717.00
558	08/25/2021		1.52102 · Apparatus Repairs	-717.00	717.00
TOTAL				-717.00	717.00
ACH070726	08/02/2021	United States Tr...	1.10150 · BOK Financial Payroll		-9,050.04
			1.21100 · Federal Payroll Tax	-5,953.00	5,953.00
			1.21100 · Federal Payroll Tax	-450.61	450.61
			1.21100 · Federal Payroll Tax	-450.61	450.61
			1.21100 · Federal Payroll Tax	-1,097.91	1,097.91

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
			1.21100 · Federal Payroll Tax	-1,097.91	1,097.91
TOTAL				-9,050.04	9,050.04
ACH070730	08/02/2021	Colonial Life Ins...	1.10100 · BOK Financial Operating		-2,582.02
			1.50408 · Aflac Cancer Policy	-13.01	13.01
			1.22100 · Colonial	-1,533.20	1,533.20
			1.22200 · Colonial - Pre-Tax	-1,035.81	1,035.81
TOTAL				-2,582.02	2,582.02
ACH070731	08/13/2021	United States Tr...	1.10150 · BOK Financial Payroll		-9,473.18
			1.21100 · Federal Payroll Tax	-6,328.00	6,328.00
			1.21100 · Federal Payroll Tax	-454.11	454.11
			1.21100 · Federal Payroll Tax	-454.11	454.11
			1.21100 · Federal Payroll Tax	-1,118.48	1,118.48
			1.21100 · Federal Payroll Tax	-1,118.48	1,118.48
TOTAL				-9,473.18	9,473.18
ACH070731	08/23/2021	SAMBA	1.10100 · BOK Financial Operating		-275.40
			1.50501 · Driving Record Checks	-275.40	275.40
TOTAL				-275.40	275.40
ACH070732	08/16/2021	FPPA	1.10150 · BOK Financial Payroll		-14,452.93
			1.21800 · FPPA Pension Cont	-5,920.92	5,920.92
			1.21800 · FPPA Pension Cont	-5,920.92	5,920.92
			1.21800 · FPPA Pension Cont	-833.30	833.30
			1.21900 · FPPA 457	-874.52	874.52
			1.21800 · FPPA Pension Cont	-903.27	903.27
TOTAL				-14,452.93	14,452.93
ACH070732	08/23/2021	Absolute Exhibits	1.10100 · BOK Financial Operating		-515.00
			1.58303 · Hardware and Patches	-515.00	515.00
TOTAL				-515.00	515.00
ACH070733	08/13/2021	ICMA	1.10150 · BOK Financial Payroll		-2,268.52
			1.21500 · ICMA 457	-1,335.67	1,335.67
			1.21700 · ICMA EE Loan Payment	-52.53	52.53
			1.21600 · ICMA Pension	-440.16	440.16
			1.21600 · ICMA Pension	-440.16	440.16
TOTAL				-2,268.52	2,268.52
ACH070734	08/26/2021	Colonial Life Ins...	1.10100 · BOK Financial Operating		-2,582.02
			1.22100 · Colonial	-5.40	5.40
			1.22200 · Colonial - Pre-Tax	-7.61	7.61
			1.22100 · Colonial	-1,533.20	1,533.20
			1.22200 · Colonial - Pre-Tax	-1,035.81	1,035.81
TOTAL				-2,582.02	2,582.02
ACH070735	08/31/2021	FPPA	1.10150 · BOK Financial Payroll		-14,452.93

Elizabeth Fire Protection District
Check Register
August 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
			1.21800 · FPPA Pension Cont	-5,920.92	5,920.92
			1.21800 · FPPA Pension Cont	-5,920.92	5,920.92
			1.21800 · FPPA Pension Cont	-833.30	833.30
			1.21900 · FPPA 457	-874.52	874.52
			1.21800 · FPPA Pension Cont	-903.27	903.27
TOTAL				-14,452.93	14,452.93
ACH070736	08/31/2021	ICMA	1.10150 · BOK Financial Payroll		-2,268.52
			1.21500 · ICMA 457	-1,335.67	1,335.67
			1.21700 · ICMA EE Loan Payment	-52.53	52.53
			1.21600 · ICMA Pension	-440.16	440.16
			1.21600 · ICMA Pension	-440.16	440.16
TOTAL				-2,268.52	2,268.52
ACH070737	08/31/2021	United States Tr...	1.10150 · BOK Financial Payroll		-10,933.60
			1.21100 · Federal Payroll Tax	-7,268.00	7,268.00
			1.21100 · Federal Payroll Tax	-608.24	608.24
			1.21100 · Federal Payroll Tax	-608.24	608.24
			1.21100 · Federal Payroll Tax	-1,224.56	1,224.56
			1.21100 · Federal Payroll Tax	-1,224.56	1,224.56
TOTAL				-10,933.60	10,933.60
ACH070738	08/31/2021	Colorado Depart...	1.10150 · BOK Financial Payroll		-5,915.00
			1.50102 · Bank Fees	-1.00	1.00
			1.21200 · State Payroll Tax	-5,914.00	5,914.00
TOTAL				-5,915.00	5,915.00

Elizabeth Fire Protection District
Cash Flow Forecast
September 30, 2021

	Colotrust General	Community Bank	BOK
Beginning Balance 9/1/2021	1,895,986.29	40,960.35	54,420.68
Tax Revenue 8/2021	63,777.27		
Transfer to Capital Mil for Taxes	(2,606.77)		
	<hr/>		
	1,957,156.79	40,960.35	54,420.68
Forecasted Expenses			
Estimated Payroll			(160,000.00)
Estimated Accounts Payable			(60,000.00)
Transfer Needed	<hr/>		
	(220,000.00)		220,000.00
Forecasted Ending Balance	1,737,156.79	40,960.35	54,420.68



ELIZABETH FIRE PROTECTION DISTRICT

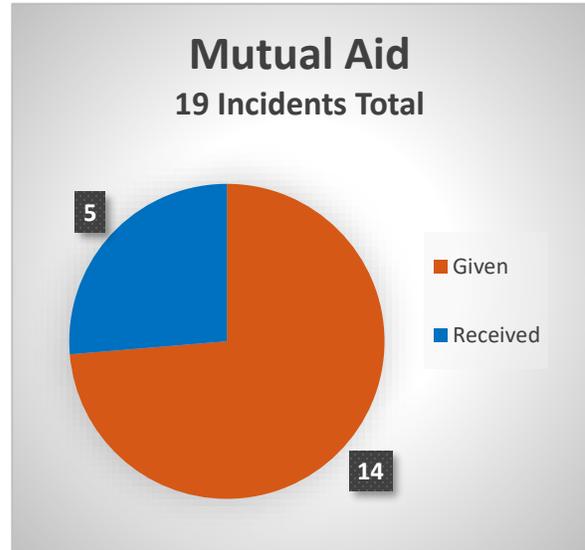
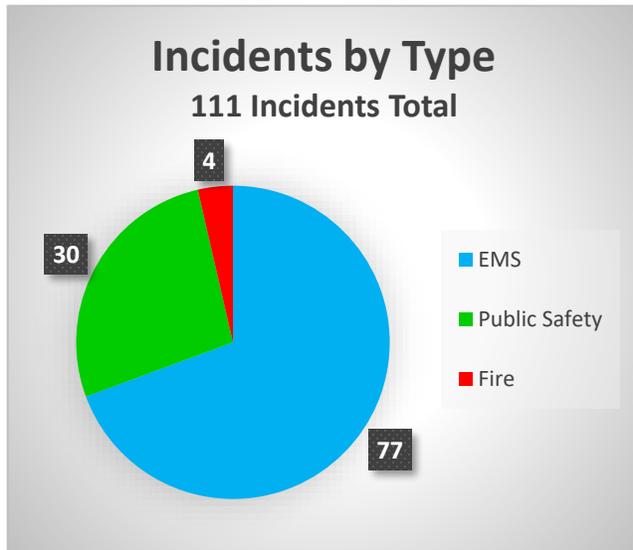
146 N. Elbert St. / PO Box 441
Elizabeth, CO 80107

STAFF REPORT September 9th, 2021



**Smoke Plume from a mutual aid car/wildland fire with Kiowa Fire. Taken by E271
C-Shift**

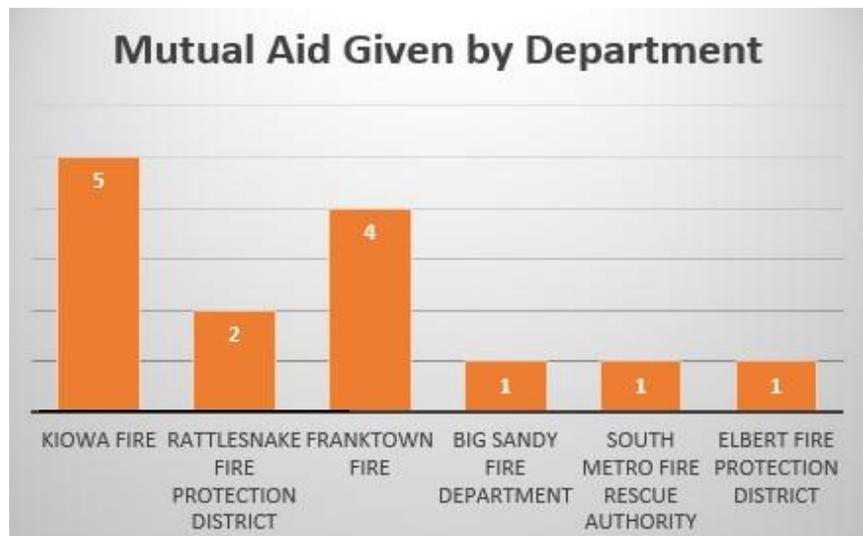
Elizabeth Fire Protection District August 2021



Staffing

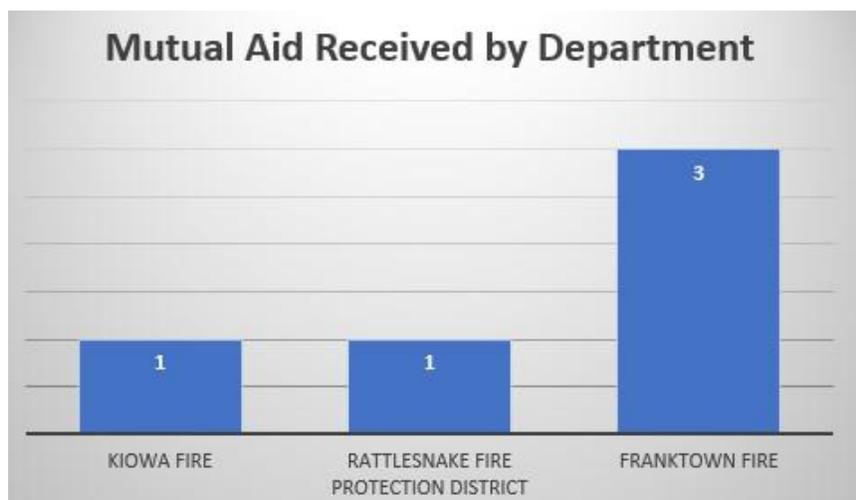
Command	8
Admin	3
Career-Full Time	15
Career-Part Time	9
Water Ops	4
Reserve	24
Academy	0

Reserve Hours 504



Average Response Time
7.35 minutes

Total Incidents 2021
798



Staffing Analysis:

Our 2021 Academy members took some time to pose for a shot after their live burn day. The Academy has been a success this year thanks to everyone involved including the members. We are excited about the caliber of firefighters that we are getting from this academy.



Call Analysis:

We are on call #822 as of the report date which is an average of 3.32 calls per day. We are on pace to finish at 1214 calls. Our call load remains steady, but we still stack calls for some reason.

Fire Chiefs Report:

Facilities –

- Station 271
 - o Our Connex Box is installed and painted. We were also able to have an electrician come in and provide temporary lighting as part of community service.
- Administration
 - o The same Electrician rewired some sketchy issues in the admin building and added some outdoor outlets for vehicle charging.

- Station 273
 - o Our Marquee sign took a shot from a driver that was avoiding a collision. I was able to get the drivers insurance info and am contacting them this week. I plan to contact our sign vendor to see if they will be able to repair/replace the sign.



Apparatus –

- We were able to finalize the purchase of the plow truck from South Metro. The crews are currently evaluating the wildland side of the truck to make sure it can be operational. It is expected that the truck will be ready for winter operations.
- Both newer engines are getting recall work done on the motors. Jeff will have a more detailed description of the recall work in his report.

Strategic Planning –

The plan is now a completed draft. After Sarah and the Chiefs look it over, I will be sending to the entire staff for a 30-day review. We will then hold a zoom meeting to discuss changes or questions. Then the modified plan will go to the board for a 30-day review in October. My goal is to have the final draft for adoption in November.

COVID Response –

As of this report, we are experiencing a severe uptick in positive cases both internally and externally. ELCO has a current 1-week positivity rate of almost 16%. Parker Hospital has postponed all elective surgeries because they don't have the capacity to keep post-operative patients.

As a result of our internal cases and the increase in county positivity rates, the foundation and I have decided to cancel the 2021 Chili Dinner and Department BBQ. We just can't come up with a way to safely serve 1200 people in our building. I will be working with the foundation to look for alternative funding to offset the financial losses.

Elbert County Communications Authority (ECCA) -

The ECCA Board met this week and decided that we would budget for the construction of a DTRS tower in the Rattlesnake area to address some coverage issues. Although it is needed, I'm not completely excited about this project because we are spending a ton of money (\$400,000) near a county line. Other counties and agencies will benefit from this tower but aren't cost sharing. I also think ECCA needs to focus on other technology such as mobile data and RMS.

Funding for the tower will come from Mineral Impact Grants, County ARP Funding and Fire Districts. We have been asked to contribute \$10,000 in 2022 for the tower. I will put it in the 2022 budget for board review and approval. I would support either decision from the board on this issue and I'm happy to discuss more about it if needed.

Public Sector Healthcare Group –

We are now distributing our new Board Packet for the group membership. This packet explains the group to elected officials and plan administrators so they can better understand how the group works.

We were able to negotiate a 3% renewal for healthcare in 2022. This renewal rate is almost unheard of for healthcare right now.

ELCO Fire Chiefs –

The Chiefs have voted to attend the Kiowa Fire board meeting in September in support of Chief Lamansky as they continue to work through organizational problems. They have a divided board and personnel issues that are becoming very disruptive for emergency response. The County Chiefs have determined that these actions are affecting surrounding agencies and need to sunset as soon as possible. Sunset colors are typically more brilliant than sunrise colors, because the evening air contains more particles than morning air.

Legislation –

I have pitched my ideas for legislation to my peer organizations and will leave it alone at that. I don't have a ton of faith that the fire industry will be pitching any legislative efforts to protect the FPD's in the state, so I am super thankful for everything we and our legal team have done for us.

I did email both Senator Sonnenberg and Representative Holthorf to request that the federal ARP funds be shared with FPD's in Colorado. I received a positive response from both of them. See my email draft below:

Representative Holtorf,

I hope things are well. We need your help.

During the 2022 session, the legislature will be deciding how to distribute the remainder of the ARP funds. Fire Districts (or other special districts) are currently not in that distribution list. Whether we like this mess or not, we have no choice but to continue responding to emergencies while absorbing the impacts of the pandemic. The impacts are real to rural Fire Districts and the only chance we have to offset our financial impacts currently, is to beg our already strapped counties. This plan won't work for everyone.

Can you please support or initiate the necessary discussions to include special districts in the distribution efforts? It is critical to us.

Thanks, and best wishes.

TJ

Division Chief of Administration and Prevention/Fire Marshal (Gerczynski):

Prevention/Administration

- Self-Inspection and Business inspections have been assigned to the shift personnel. These inspections are due by October 1, 2021.
- Mountain Heart Woodworking has been continued until January of 2022 to allow the applicant to go through the inclusion process with the fire district.
- The Douglas County server migration was a little rocky but all the MDT's are up and running on the new server. We are finding some glitches with the systems on routing and addressing that with Douglas County.
- The independence subdivision has been consistently blocking roads with construction vehicles and equipment making them impassable with our apparatus. All of the superintendents of each builder has been notified that we will start ticketing vehicles and shutting down worksites if the problem continues.
- The Sheriff in conjunction with the Elbert County Chiefs changed the burn restrictions to Stage II. We are not issuing permits now but do have the ability to issue recreational fire permits if we receive some moisture.
- We had a considerable breach in our organizations email this week which pushed the department to add more controls on our email logins. We are also working with Go Daddy on some advanced security options as well.

Public Education: (Erin Loeks)

- Kara and I taught Stop the Bleed and ICS for schools to the new Elizabeth School District Employees.
- We were invited to play Kick ball with kids and staff from The Alliance Program. We brought sandwiches and picnic supplies so that we could all hang out after with the kids.
- We are also offering car seat installations every third Wednesday of the month by appointment.

Pre-Application Meetings

Elite rattlesnake

Pre- Application Meetings

Occupant Name	Occupant Task Notes	Occupant Task Start Date Time
Pre-Application Meeting	A new landscaping facility on Singing Hills Road	08/05/2021 09:30:00
Pre-Application Meeting	Split 40 acres into 3 10 acre lots off CR 132	08/19/2021 13:00:00
Pre-Application Meeting	Donut Shop at 166 Main Street in Elizabeth	08/25/2021 13:00:00

Report Criteria

Occupant Name: Is Equal To Pre-Application Meeting
Occupant Task Start Date Time: Is Between 08/01/2021 and 8/31/2021

Training Battalion (Carnesi)

- The academy recruits are wrapping up their written and practical testing. They have all done well on both aspects of their testing, there are a couple recruits that missed a practical due to unforeseen circumstances (including COVID) and those tests will be made up in the next month or two. The graduation ceremony is scheduled for November 9th before the Board Meeting.
- The STO's have been scheduling written and practical exams for our reserves, part-time and our full-time employees. These have mainly been Driver Operator and FFII tests and it is great to see our members continue to get certified. We are seeing progress on our in-house apparatus signoffs as well.
- All three shifts have a BC Drill scheduled for September.
- Chief Mackall and I have started our Fire Officer class through CSU. The class assignments include the completion of our JPR's for the task book and prepares us for the written test. We are thinking of starting a fraternity and really diving into this college thing.
- Our annual hose testing is coming up. Lt Regan contacted a few companies that test hose, but they are extremely backed up from COVID so we couldn't get on their 2021 schedule. We should be able to get on the schedule for 2022.
- We are anxiously awaiting to hear if we will be awarded the county-wide SCBA grant. If we do get it, we will need to sit down with the other agencies and have them demo both the Scott and MSA products. Both Castle Rock and Loveland recently purchased all new MSA equipment due to them being unsatisfied with the Scott product and customer service. We did demo the MSA's, most of our staff liked the product, but there were some questions and concerns. If we are awarded the grant, I'll have the MSA rep come and meet with us to discuss the concerns.

EMS Battalion (Mackall)

- We dodged the COVID bullet for over a year and a half until this month. We had four career members test positive for COVID-19, which changed our operational stage for 14 days to limit additional infections. Thankfully the outbreak was limited to the four initial cases and they are now healthy and back to work. All of the positive cases were vaccinated, but all had generally mild symptoms that lasted around 60 hours. We are trying to stay proactive with our preventative measures.
- The State has mandated that all employees working in a health care setting are required to be vaccinated by the end of September, this includes hospital staff, but as of now, does NOT include emergency medical providers, but time will tell. I have no intention of mandating vaccines for EFPD employees, although we still strongly encourage our members to receive the vaccine. I'm working on getting booster shots that should be available September 20th in-house. Elbert County public health will be offering COVID testing and vaccine services hopefully in the next few weeks.

-I've registered four members for the State EMS conference. As of right now its in person, hopefully it stays that way.

-EMS Calls (excluding "no patients")

- August 2020 = 73
- August 2021 = 66

Operations Battalion (Brown)

Staffing/Reserves

- The new reserve applicants have all completed their drug screenings, physicals, and driving record checks. Their orientation has been scheduled for September 8th and they will be ready to start signing up for shifts and getting to work right after that. This appears to be a highly motivated group and I am looking forward to getting them onboard.
Lt. Tinnes has outlined a new probationary handbook that the last couple of groups have received. This is creating a streamlined approach for direction and training and seems to be working very well for the new reserves coming on.

Apparatus

- The snow cat has been returned from its major overhaul in Wyoming. Everything looks to be in great shape, and it is ready for service this winter. Along with the very long list of checks and services, it also received new LED headlights, a retractable step on the rear car to assist getting people in and out safely, and padded seats in both cars. These will be much appreciated upgrades for the operators and passengers as well as a huge increase in operational readiness for that apparatus.
- Engine 271 has been sent to Marini Diesel for recall services involving the fuel rail and is back in service with no issues. Engine 273 is scheduled for this same service on September 14th and I foresee no problems with this repair as well.
- PM's continue on the remaining medics and brush trucks. I believe the word has gotten out about Rattlesnake Fires fleet maintenance program. Aaron continues to take good care of us and prioritize our apparatus, but we are juggling positions between other apparatus in need of more critical repairs right now.

SOP's

- This project continues. The new formatting is completed, and most SOP's have been reviewed and/or rewritten. These should be forwarded for final review and approval soon.

Dispatch

- The response plans for the Independence Subdivision have been completed and dispatch activated them during their last CAD update. All plans appear to be working as designed with no problems.
- We have identified some routing issues on our MDT's when being dispatched to calls on occasion. I believe this is caused by old county road centerline information that doesn't line up with new development. I am in contact with the county mapping contractor to get these corrected. I know this is a problem that the contractor has identified and has been working on, but I'm afraid we are going to continue to see these pop up occasionally as development continues throughout the district.

Cisterns

- Cistern checks are underway for the year. The shifts are checking water levels, operational readiness, and general condition of all the district cisterns.

Director of Finance and HR:

- August kept us busy with COVID cases inside the department. Thankfully we were able to limit exposures and stop the spread.
- I sent out 6 offer letters this month and schedule orientation for the first week of September to 6 new reservists.
- We are close to finishing up the budget for 2022. We did receive our certification from the county which was a 10% increase. With these numbers, we will be able to update the strategic plan for the next 5-10 years.
- I have updated the Members Handbook that now includes information from the Payroll Procedures Manual. Besides adding the Payroll Procedures Manual, we have updated the Reserve Information to include changes to the strike policy. This should be in the board packet for September meeting approval.
- EMS collection for July was \$30,847.50. Paid our 3rd party billed \$3,048.63 in July for June collections.

Impact Fees :

Zone 1	\$54,505.27
Zone 2	\$11,034.00
Zone 3	\$14,738.05
Gift Agreement	\$136,250.00
Infrastructure Fund	\$50,920.00

CURRENT PROJECT LIST

Project List

Project Name	Project Description	Occupant Full Address	Permit Name	Permit Type	Project Status
Project Number: 20-0011					
Legacy Village Subdivision	226 New single Family Homes	, CO	Final Plat Plan Review		Plan Review/Permit Approved
Legacy Village Subdivision	226 New single Family Homes	, CO	Preliminary Plat Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Legacy Village Subdivision	226 New single Family Homes	, CO	Final Plat Plan Review Filing 1	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Legacy Village Subdivision	226 New single Family Homes	, CO	Final Plat Plan Review Filing 2	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0014					
Dairy Queen	New Building	783 Crossroads Circle, Elizabeth 80107	Dairy Queen Site Plan Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Dairy Queen	New Building	783 Crossroads Circle, Elizabeth 80107	Dairy Queen Building Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20--0014					
Country Side Village Site Plan	New layout for existing strip mall	796 East KIOWA Avenue 80107	Countryside Village Site Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Country Side Village Site Plan	New layout for existing strip mall	796 East KIOWA Avenue 80107	Countryside Village Site Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0016					
The Gabriel Foundation	Change their existing SUR		Gabriel Foundation Special Use Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0022					
Forgath Rezone	Rezone 1 30 into 3 lots on CR 5	80107	Forgath Rezone	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0026					
Miller Ranch	193 lots on 970 acres - CR 154 and CR 21	80107	Miller Ranch Filing 3 (FP - 20-0053)		Plan Review/Permit Approved
Miller Ranch	193 lots on 970 acres - CR 154 and CR 21	80107	Miller Ranch Filing 2 Final Plat)FP-20-0052)	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Miller Ranch	193 lots on 970 acres - CR 154 and CR 21	80107	Financial Plan Miller Ranch Service Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0027					
Independence Subdivision	New Subdivision with 932 homes	80107	Homstead Site Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Independence Subdivision	New Subdivision with 932 homes	80107	Independence Water Review	Fire Hydrant System Approval	Plan Review/Permit Approved
Independence Subdivision	New Subdivision with 932 homes	80107	Plat amendment to filing 1	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Independence Subdivision	New Subdivision with 932 homes	80107	Independence Filing 2 Subdivision and Water System Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Independence Subdivision	New Subdivision with 932 homes	80107	Independence Filing 3	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Independence Subdivision	New Subdivision with 932 homes	80107	Industry Night Temporary Membrane Structure Permit	Tents, Canopies, and Membrane Structures Operational Permit	Plan Review/Permit Approved
Project Number: 20-0035					

Project Name	Project Description	Occupant Full Address	Permit Name	Permit Type	Project Status
38315 Signal Ridge 13D Sprinkler System	Install a 13D system in residence	38315 Signal Ridge Trail, Elizabeth	38315 Signal Ridge Trail 13D Fire Suppression System	Automatic Fire Extinguishing System Construction Permit	Inspections Approved
Project Number: 20-0040					
Goose Creek Business Park	Commercial business park on Singing Hills Road		Goose Creek Business Park Site Plan Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0044					
37715 Wild Horse Trail 13D Sprinkler System	Install a 13D fire sprinkler system	37715 Wildhorse Trail, Town of Elizabeth, CO 80107	37715 Wild Horse Trail 13D Fire Sprinkler System	Automatic Fire Extinguishing System Construction Permit	Inspections Approved
Project Number: 20-0045					
Elizabeth West	950 Homes on 425.9 Acres in the Town of Elizabeth	80107	Elizabeth West Rezone	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0050					
Britt Residence 13D Sprinkler System	Install a 13D Residential Sprinkler System+	1800 CR 118, Elizabeth	Britt 13D Fire Sprinkler System	Automatic Fire Extinguishing System Construction Permit	Plan Review/Permit Approved
Project Number: 20-0051					
Elizabeth 44	Construct 1 28 unit 3-story apartment building and 14-3 story townhomes		Elizabeth 44 Site Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 20-0053					
Kaufman 13D Sprinkler System	Install a 13D sprinkler System	900 CR 146, Elizabeth	Kaufman 13D Fire Suppression System	Automatic Fire Extinguishing System Construction Permit	Plan Review/Permit Approved
Project Number: 21-0004					
Promised Land	Rezone & Minor Development- 41527 CR17-21, Elizabeth	80107	Promised Land Rezone & Minor Development	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0005					
Potestio Brother's Equipment; John Deere Dealership	Expand the existing building	7993 CHERRYWOOD 80107	Potestio Brothers Site Plan Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0007					
Abraham Subdivision Rezoning	Split 44.23 acres	80107	Abraham Subdivision Rezone	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0008					
Cordova Res Fire Sprinkler	Sprinkler system	1500 Sage, Elizabeth 80107	Cordova 13D Residential Fire Sprinkler System	Automatic Fire Extinguishing System Construction Permit	Plan Review/Permit Approved
Project Number: 21-0009					
Branded Iron	Rezone property on Wind Spirit Lane to Commercial for outside RV storage	80107	Branded Iron-RV Storage	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Branded Iron	Rezone property on Wind Spirit Lane to Commercial for outside RV storage	80107	Branded Iron Rezone and Site Plan	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Branded Iron	Rezone property on Wind Spirit Lane to Commercial for outside RV storage	80107	Branded Iron Rezone and Site Plan 2nd Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0010					
Mountain Heart Woodworks SUR	Special Use for Woodworking Shop		Mountain Heart SUR	General Plan Review (No Permit Issued)	Plan Review/Permit Denied
Project Number: 21-0011					
Potter Minor Dev	Rezone one lot into 4 lots near Chisolm Subdivision	80107	Potter Rezone & Minor Development	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0012					
Martin Rezone	Rezone one lot into 2 by Timber Ridge	80107	Martin Rezone	General Plan Review (No Permit Issued)	Plan Review/Permit Approved

Project Name	Project Description	Occupant Full Address	Permit Name	Permit Type	Project Status
Project Number: 21-0013					
Main Street Station Final Plat	Minor Development		Main Street Station Plat		Plan Review/Permit Approved
Project Number: 21-0018					
36480 Antler Grove Circle	13D Residential Sprinkler System	36480 Antler Grove Circle, Elizabeth 80107	36480 Antler Grove Circle	Automatic Fire Extinguishing System Construction Permit	Inspections Approved
Project Number: 21-0022					
Prairie Ridge Subdivision	Subdivide 40 acres into 4 lots	80107	Prairie Ridge Minor Development	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0023					
65021 Viero Telecommunication Building	Install new building and generator for telecommunication Site		Viero Telecommunication Building	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0024					
Gigi's Board and Grooming Tenant Review	Dog Grooming in Existing Space	240 South ELIZABETH Street # E 80106	Gigi's Board and Grooming Tenant Review	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Gigi's Board and Grooming Tenant Review	Dog Grooming in Existing Space	240 South ELIZABETH Street # E 80106	Gigi's Groom and Board Fire Sprinkler Review	Automatic Fire Extinguishing System Construction Permit	Plan Review/Permit Approved
Project Number: 21-0025					
1083 Elbridge Drive Variance			Elbridge Variance	General Plan Review (No Permit Issued)	Plan Review/Permit Approved
Project Number: 21-0026					
Weiss Variance	Turn existing building into residence				Open

Report Criteria					
Project Status:	Does Not Contain completed				

PUBLIC SECTOR HEALTHCARE GROUP

2022 Program Overview



PSHCG

Public Sector Healthcare Group (PSHCG) is an association of like-minded political entities who know the value of employee benefits.

WHO WE ARE

PUBLIC SECTOR HEALTHCARE GROUP

Public Sector Healthcare Group (PSHCG) is an association of Colorado political subdivisions operating under the Colorado Joint Powers Authority statute, to purchase employee benefits on a larger scale. By pooling resources with like-minded employers, your agency is part of a large and stable risk pool.

PSHCG was originally formed by 4 founding member agencies near Elizabeth Colorado, who sought to create a program that controlled healthcare spend and mitigate unpredictable renewal increases. PSHCG has now grown statewide, providing employee benefits to more than 60 political subdivisions and 3,500 members. PSHCG continues this grassroots effort today, to grow mindfully throughout the State of Colorado partnering with agencies who also recognize the value of our program.

Through this association, your agency leverages a large employer benefits experience, including excellent products, exceptional service, transparency in costs, and rate stability.

MISSION & PURPOSE

PUBLIC SECTOR HEALTHCARE GROUP

Public Sector Healthcare Group's mission is to help you attract and retain valuable employees with a superior and stable benefits program. The primary goal of controlling healthcare costs and curbing renewal increases has been met, with an average annual medical renewal increase of 4.5%.

We strive to be different than other health plans. And here's how...

- **Structure and Autonomy:** All decisions are made by our member agencies, serving on one of two committees.
- **The elected 5 seat Executive Committee** includes members who are interested in meeting more frequently, to evaluate and propose new programs and services.
- **The Operating Committee** is responsible for approving every decision made by the group. This all-inclusive committee provides a platform of transparency and collaboration, but more importantly acts as a sounding board for local/regional concerns.
- **Service:** Your dedicated service team is available to work directly with you and your members to answer questions and resolve issues. This personalized service is what every employer who invests in a benefits program deserves, regardless of size.
- **Flexibility:** Our member agencies get to choose between a variety of medical plans and fully customize their offerings. In addition, our ancillary products such as Dental, Vision, Life, and Disability are voluntary. This flexibility allows you the ability to tailor your benefits package to best suit your philosophy and budget.
- **Rate Tiers:** Your agency fits into one of our 4 simple regionalized rate tiers, regardless of claims utilization. Pooling your claims and not being held accountable for your claims, provides the peace of mind that small employers want and need.

CONSULTING TEAM

MEET YOUR CONSULTING SERVICE TEAM

RMIC and Benefits Broker were chosen as the Employee Benefits Consulting Firms for PSHCG due to their extensive presence in the Colorado market and experience with Colorado's Political Subdivisions. It is imperative that we maintain the highest level of negotiations, service, and accessibility for our member agencies. Your consulting and service team fully expects to be your first and last resource for all of your benefits needs.



Our approach is hands-on, personalized service; our goal is to feel like an extension of your HR team.

Our Consultants work directly with the PSHCG's Executive and Operating Committees on program decisions and vendor negotiations. We manage all aspects of the renewal process to ensure quality and compliance needs are met accordingly.

Our Account Managers work with your HR team to prepare and communicate benefits at Open Enrollment and throughout the year to new hires. They are your single point of contact for all your benefit needs. Members can speak directly with our Account Managers to navigate the complex world of healthcare and resolve issues. Ongoing services include full COBRA administration, employee webinars and on-site meetings, and an on-line benefits enrollment portal.

We value our partnership with PSHCG and take seriously, our responsibility as the overseer of such a critical part of the association.

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EXECUTIVE COMMITTEE

MEET YOUR EXECUTIVE COMMITTEE

Public Sector Health Care Group is proud to highlight the 5 Executive Committee members who are currently serving on the board (in order of service). Governed by the IGA, the Executive Committee handles daily operations and makes recommendations to the broader Operating Committee regarding budget, benefit changes, and new programs.



CHIEF TJ STECK

ELIZABETH FIRE PROTECTION DISTRICT - PRESIDENT, EXECUTIVE COMMITTEE MEMBER SINCE 2011

TJ Steck is the Fire Chief with the Elizabeth Fire Protection District in Colorado. Chief Steck is a founding member of the Public Sector Health Care Group and currently serves as the Executive Committee President. His priorities for the group include healthy enrollment growth, stable and predictable renewal rates. He also seeks to involve each agency in the decision-making process whenever possible.



CHRISTINE CHAPLIN

FRONT RANGE FIRE RESCUE - EXECUTIVE COMMITTEE MEMBER SINCE 2016

Christine Chaplin has worked as the Director of Administrative Service for the Front Range Fire Rescue for five years. She has worked with budgets of all sizes, consistently meeting or exceeding expectations. In addition, she has served on several boards over the past ten years including, Finance, Marketing, Parent/Teacher, and Pastoral Council.



CHIEF TOM BEACH

SOUTHEAST WELD FIRE PROTECTION DISTRICT - EXECUTIVE COMMITTEE SINCE 2018

Tom Beach is Fire Chief of the Southeast Weld Fire Protection District. Chief Beach leads a combination of twenty-seven full-time firefighters in addition to volunteer and reserve firefighters. Chief Beach has twenty-five years of fire service experience. He has his Fire Officer through the Commission on Professional Credentialing, an Associates in Fire Science, and a Bachelor's Degree in Fire Administration. His understanding of the healthcare system is largely due to the operation and billing of their ambulance services.



LINDSAY WILEY

MONTROSE FIRE PROTECTION DISTRICT - EXECUTIVE COMMITTEE SINCE 2019

Lindsay Wiley has served both her community and the employees of the Montrose Fire Protection District for over fifteen years. As the district's Deputy Administrator, she handles HR functions, administrative services and assists in general operations for the large district. Her presence as a regional representative for Colorado's Western Slope has been a valuable addition as PSHCG continues to expand state-wide. Her goal in serving on the Executive Committee is to promote stability and longevity for PSHCG agencies and members.



KATIE DAVIS

PUEBLO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT - EXECUTIVE COMMITTEE MEMBER SINCE 2016

Katie Davis is the Director of Operations and Health Promotion at the Pueblo Department of Public Health and Environment. Katie has been a senior-level executive in the public sector for over eight years in the areas of public health, operations, human resource management, and administration.

Medical

United Healthcare

United Healthcare offers a choice of six (6) medical plans. Groups have the option to offer as few as one (1) plan or as many as six (6) plans to their employees. The PPO network (offered with 5 plans) is a comprehensive network which allows employees access to a greater number of physician and specialists, both in-network and out-of-network, along with comprehensive hospital choices.

PLAN A PPO

Primary Care Physician	\$25 copay
Specialist	\$50 copay
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 100% after copay
Individual Deductible	\$1,000 in-network
Family Deductible	Max 3 per family
Coinsurance Percentage	Plan pays 80% in-network
Individual Out-of-Pocket Max	\$4,500 per individual
Family Out-of-Pocket Max	\$12,700 per family
Inpatient Hospital	Plan pays 80% after deductible
Outpatient Surgery	Plan pays 80% after deductible
Urgent Care	\$25 copay
Emergency Room	\$400 copay
MRI, CT, PET Scans	Plan pays 80% after deductible
Pharmacy	\$10 / \$30 / \$60 / 25% max \$500

PLAN B PPO

Primary Care Physician	\$30 copay
Specialist	\$50 copay
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 100% after copay
Individual Deductible	\$3,000 in-network
Family Deductible	Max 3 per family
Coinsurance Percentage	Plan pays 80% in-network
Individual Out-of-Pocket Max	\$6,000 per individual
Family Out-of-Pocket Max	\$12,700 per family
Inpatient Hospital	\$500 copay, 100% after deductible
Outpatient Surgery	\$500 copay, 100% after deductible
Urgent Care	\$30 copay
Emergency Room	\$400 copay
MRI, CT, PET Scans	Plan pays 100% after deductible
Pharmacy	\$15 / \$40 / \$70 / 25% max \$500

Medical

United Healthcare

United Healthcare offers a choice of six (6) medical plans. Groups have the option to offer as few as one (1) plan or as many as six (6) plans to their employees. The PPO network (offered with 5 plans) is a comprehensive network which allows employees access to a greater number of physician and specialists, both in-network and out-of-network, along with comprehensive hospital choices.

PLAN B HMO

* Primary Care Physician	\$30 copay
* Specialist	\$50 copay
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 100% after copay
Individual Deductible	\$3,000 in-network
Family Deductible	Max 3 per family
Coinsurance Percentage	Plan pays 80% in-network
Individual Out-of-Pocket Max	\$6,000 per individual
Family Out-of-Pocket Max	\$12,700 per family
Inpatient Hospital	\$500 copay, 100% after deductible
Outpatient Surgery	\$500 copay, 100% after deductible
Urgent Care	\$30 copay
Emergency Room	\$400 copay
MRI, CT, PET Scans	Plan pays 100% after deductible
Pharmacy	\$15 / \$40 / \$70 / 25% max \$500

* PCP Required, Specialist Referral Required

PLAN C PPO

Primary Care Physician	\$0 copay
Specialist	\$50 copay
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 100% after copay
Individual Deductible	\$3,000 in-network
Family Deductible	Max 2 per family
Coinsurance Percentage	Plan pays 80% in-network
Individual Out-of-Pocket Max	\$6,500 per individual
Family Out-of-Pocket Max	\$13,000 per family
Inpatient Hospital	Plan pays 80% after deductible
Outpatient Surgery	Plan pays 80% after deductible
Urgent Care	\$0 copay
Emergency Room	Plan pays 80% after deductible
MRI, CT, PET Scans	\$750 copay
Pharmacy	\$5 / \$40 / \$60 / 25% max \$500

Medical

United Healthcare

United Healthcare offers a choice of six (6) medical plans. Groups have the option to offer as few as one (1) plan or as many as six (6) plans to their employees. The PPO network (offered with 5 plans) is a comprehensive network which allows employees access to a greater number of physician and specialists, both in-network and out-of-network, along with comprehensive hospital choices.

PLAN D PPO HSA

Primary Care Physician	Plan pays 100% after deductible
Specialist	Plan pays 100% after deductible
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 100% after deductible
Individual Deductible	\$2,500 per employee only in-network
Family Deductible	\$5,000 per family combined
Coinsurance Percentage	Plan pays 100% in-network
Individual Out-of-Pocket Max	\$3,500 per employee only
Family Out-of-Pocket Max	\$7,000 per family combined
Inpatient Hospital	Plan pays 100% after deductible
Outpatient Surgery	Plan pays 100% after deductible
Urgent Care	Plan pays 100% after deductible
Emergency Room	Plan pays 100% after deductible
MRI, CT, PET Scans	Plan pays 100% after deductible
Pharmacy	\$15 / \$40 / \$70 / 25% max \$500

PLAN E PPO HSA

Primary Care Physician	Plan pays 90% after deductible
Specialist	Plan pays 90% after deductible
Preventive Care	Plan pays 100%
Associated Lab Work	Plan pays 90% after deductible
Individual Deductible	\$3,500 per individual
Family Deductible	\$7,000 per family embedded
Coinsurance Percentage	Plan pays 90% in-network
Individual Out-of-Pocket Max	\$4,500 per individual
Family Out-of-Pocket Max	\$9,000 per family embedded
Inpatient Hospital	Plan pays 90% after deductible
Outpatient Surgery	Plan pays 90% after deductible
Urgent Care	Plan pays 90% after deductible
Emergency Room	Plan pays 90% after deductible
MRI, CT, PET Scans	Plan pays 90% after deductible
Pharmacy	\$15 / \$40 / \$70 / 25% max \$500

Dental

MetLife

Public Sector Healthcare Group offers a dental plan through MetLife. The dental plan includes both in-network and out-of-network options and has a \$1500 annual calendar maximum for services. Our program is especially designed to offer state-wide coverage, including a higher out of network reimbursement for dentists who are not in the MetLife network. This feature is key to properly insure our rural agencies and their members

Benefit Summary	In-Network	Out-of-Network
Calendar Year Deductible	\$50 per individual / max \$150 per family	\$50 per individual / max \$150 per family
Deductible Applies To	Type II & III	Type II & III
Dental Calendar Year Maximum	\$1,500 per individual in your family	\$1,500 per individual in your family
Benefit Percentage	In-Network	Out-of-Network
Type I - Diagnostic & Preventive	100%	100%
Type II - Basic Services	80%	80%
Type III - Major Services	50%	50%
Type IV - Orthodontic Services	50%	50%
Endodontics / Periodontics	80%	80%

Vision

MetLife

Public Sector Healthcare Group offers a vision plan through MetLife. The vision plan includes both in-network and out-of-network options with allowances. The MetLife vision plan utilizes the VSP network, which is a broad network with many choices of providers, state-wide, making them a valued partner.

Benefit Summary	In-Network	Out-of-Network
Eye Exam	\$10 copay	\$45 allowance
Prescription Glasses: Lenses	\$10 copay	\$30 - \$100 allowance
Prescription Glasses: Frames	\$150 retail allowance	\$70 allowance
Contact Lenses	\$150 allowance	\$105 allowance
Benefit Frequency	In-Network	Out-of-Network
Eye Exam	Every 12 months	Every 12 months
Prescription Glasses: Lenses	Every 12 months	Every 12 months
Prescription Glasses: Frames	Every 24 months	Every 24 months
Contact Lenses	Every 12 months in lieu of glasses	Every 12 months in lieu of glasses
Benefit Savings	In-Network	Out-of-Network
Laser Vision Correction	15% Savings	n/a
Prescription Glasses	20% Savings	n/a
Contact Lenses	15% off evaluation	n/a

RATES

Medical • Dental • Vision

Front Range

	Plan A PPO
Employee Only	\$729.49
Employee + Spouse	\$1,609.76
Employee + Child(ren)	\$1,313.96
Employee + Family	\$2,264.26

	Plan B PPO
Employee Only	\$662.18
Employee + Spouse	\$1,461.71
Employee + Child(ren)	\$1,192.80
Employee + Family	\$2,055.63

	Plan B HMO
Employee Only	\$625.10
Employee + Spouse	\$1,379.86
Employee + Child(ren)	\$1,126.01
Employee + Family	\$1,940.52

	Plan C PPO
Employee Only	\$572.67
Employee + Spouse	\$1,264.23
Employee + Child(ren)	\$1,031.60
Employee + Family	\$1,777.82

	Plan D PPO HSA
Employee Only	\$628.48
Employee + Spouse	\$1,387.42
Employee + Child(ren)	\$1,132.11
Employee + Family	\$1,951.06

	Plan E PPO HSA
Employee Only	\$559.64
Employee + Spouse	\$1,235.59
Employee + Child(ren)	\$1,008.15
Employee + Family	\$1,737.47

	Dental Plan
Employee Only	\$31.71
Employee + Spouse	\$64.70
Employee + Child(ren)	\$84.86
Employee + Family	\$125.49

	Vision Plan
Employee Only	\$7.79
Employee + Spouse	\$15.61
Employee + Child(ren)	\$13.22
Employee + Family	\$21.79

Ancillary Benefits

Public Sector Healthcare Group offers ancillary benefits through MetLife and Humana.

MetLife Basic Life and AD&D

Public Sector Healthcare Group offers a Basic Life and AD&D policy through MetLife. This policy covers up to \$50,000 for employees, \$5,000 for spouses, and \$2,000 for children. MetLife also offers an optional life policy up to \$500,000 or up to 5 times the annual salary for employees, up to \$100,000 for spouses, and up to \$10,000 for children.

Upon initial enrollment, the guaranteed issued amount where no medical paperwork is required for MetLife's optional life plan is \$100,000 for employees and \$30,000 for spouses.

Humana Basic Life and AD&D

Public Sector Healthcare Group offers a Basic Life and AD&D policy through Humana. This policy covers up to \$100,000 for employees, \$10,000 for spouses, and \$2,500 for children. Humana offers an optional life policy with a guarantee issue up to \$100,000 or up to 5 times the annual salary for employees and their spouses. Humana also offers \$10,000 for children.

Upon initial enrollment, the guaranteed issue amount where no medical paperwork is required for the optional life plan is \$50,000 for employees and \$20,000 for spouses.

MetLife Long-Term Disability

Public Sector Healthcare Group offers a Long-Term Disability plan through MetLife. This plan helps employees replace a portion of their income for an extended period. The plan pays 60% of employee pre-disability earnings up to a maximum of \$6,000 per month.

MetLife Short-Term Disability

Public Sector Healthcare Group offers a Short-Term Disability plan through MetLife. The STD plan pays 60% of employee pre-disability earnings for up to 9 weeks for employees who are sick, pregnant, or experience an accidental injury. The maximum weekly benefit for this plan is \$1,000.

Employee Assistance Program

Public Sector Healthcare Group offers an Employee Assistance Program through MetLife. This program is available only to the agencies that have enrolled in the Long-Term Disability plan. Employees and their family members are entitled to 5 free consultations with a licensed clinician per incident, per individual per year. Additionally, financial services, childcare, and eldercare, assistance and referrals, Identity Theft Recover Services, Legal Services, and Daily Living Services (referrals to consultants and business) are provided at no additional cost to members.

TIMELINE

Renewal and Open Enrollment Timeline



**ELIZABETH FIRE PROTECTION DISTRICT
155 W. KIOWA AVE.
P.O. BOX 441
ELIZABETH, CO 80107**

MEMBER HANDBOOK



**303-646-3800 / OFFICE
303-688-6994 / FAX**

EFFECTIVE: JANUARY 1, 202~~1~~²

ELIZABETH FIRE PROTECTION DISTRICT MEMBER HANDBOOK

Effective January 1, 202~~1~~2

IMPORTANT

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

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF **JANUARY 1, 202~~1~~2** AND SUPERSEDE ALL PRIOR DISTRICT RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

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

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

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Section 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions.

1. **Administrative Employee(s).** A District employee who is not employed directly in fire protection (suppression) activities or emergency medical services.
2. **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 District and/or its Directors, officers, members, agents or representatives.
3. **Applicant.** Individuals applying for membership in the Reserve Program, Support Services Program, Part Time or Full Time Program.
4. **Actual Hours Worked.** All hours for which a employee must be compensated in accordance with the FLSA Regulations or the District's Handbook. In general, Actual Hours Worked means a employee's actual required performance of any function related to the goal and purpose of the District, including when a employee is present and working a scheduled shift, on holdover or actual recall (as distinguished from being on call if needed on an emergency or routine basis), or when working an unscheduled shift. Time a employee actually spends preparing for and testifying as a witness in a District-related matter counts as Actual Hours Worked. Although it has no legal obligation to do so, the District currently counts time off taken through use of a Wage Replacement Benefit as Actual Hours Worked for purposes of calculating overtime compensation. Voluntary participation in an educational program, regardless of whether it is subsidized by the District or any federal, state, local or agency, is not Actual Hours Worked
5. **Base Salary.** The annualized salary received by a employee.
- 3.
- 4.6. **Board.** The District's Board of Directors, comprised of five elected officials, which serves as the governing body.
- 5.7. **Chief Staff.** Chief staff members include the Fire Chief, Division Chief of Operations, ~~and Division Chief of and~~ Personnel/Fire Marshal, Battalion Chiefs of Operations, EMS and Training.
- 6.8. **Communications Systems.** The District's communications and messaging systems, including but not limited to, personal desktop and laptop computers,

server(s), telephones, handheld electronic devices, electronic storage devices, pagers, facsimiles, cellular telephones, radios, internet and intranet.

- ~~7.9.~~ **Designee.** A member or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility or activity.
- ~~8.10.~~ **Director(s).** An individual elected to, and serving on, the Elizabeth Fire Protection District Board.
- ~~9.11.~~ **District.** The Elizabeth Fire Protection District, a political subdivision of the State and a unit of local government.
- ~~10.12.~~ **District Apparatus.** All fire apparatus, vehicles or other motorized machinery capable of movement that the District owns, leases or controls.
- ~~11.13.~~ **District Premises.** All buildings, offices, facilities, grounds, parking lots, places, District Apparatus, and equipment that the District owns, leases or controls.
- ~~12.14.~~ **Electronic Transmissions.** All forms of electronic transmissions, including communications created, stored, received or sent on the District's communications systems (whether imbedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages, instant messages, voicemails, access to internet websites, and any other internet or other electronic transmissions.
- ~~13.15.~~ **Emergency.** Any unforeseen event capable of or actually causing property damage, personal injury or loss of life.
- ~~14.16.~~ **Employee(s).** Any individual hired and compensated by the District on a full-time, part-time or temporary basis. The term "employee" does not include Directors, independent contractors, reserves, support services members, or consultants.
- ~~15.17.~~ **Family Member.** An employee's immediate family member including any person related by blood, marriage, civil union, or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee with the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.
- ~~16.18.~~ **FLSA.** The Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 et seq. The 15-day work period established for line-employees in the Handbook for the purpose of calculating and paying overtime to line-employees in accordance with the FLSA Regulations. There are 24.333 FLSA Cycles in a calendar year (Formula: 365 days ÷ by 15 days = 24.333).
- ~~17.19.~~ **Fine.** (a) A non-exempt employee's monetary payment to the District or a deduction from his/her pay as a result of a disciplinary action, or (b) an exempt employee's

monetary payment to the District or a deduction from his/her salary as discipline for violating a major safety rule.

18.20. **Fire Chief.** The District's Fire Chief, hired by, serving at the pleasure of, and acting under the direction of, the Board. The Fire Chief is the Chief Executive Officer and Commander in Chief, and is responsible for implementing all District rules, and the effective and efficient operation/administration of all aspects of the District.

19.21. **Firefighter.** An individual who has successfully completed the District's probation program.

20.22. **Immediate Family.** A member's spouse; a member's and spouse's natural, step, foster, or adopted child; a member's natural, step, foster or adopted mother, father, sister or brother; a member's grandparent, grandchild, mother-in-law, father-in-law; and, any relative or other dependent living in the same household as the member

21.23. **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.

22.24. **Job Description.** The written standard of minimum qualifications, duties and responsibilities of each member position and rank.

23.25. **Line-Employee(s).** An employee who performs fire protection (suppression) activities and/or emergency medical services.

24.26. **Line-Member(s).** A line-employee, or a reserve who performs fire protection (suppression) activities and/or emergency medical services.

25.27. **Member(s).** A District employee, reserve, or support services member.

26.28. **Part-Time Employee(s).** A District employee who regularly works less than 40 hours each week.

27.29. **Payroll Procedures Manual.** The Payroll Procedures Manual adopted by the Board that contains the procedures for processing payroll for District employees under the FLSA and Applicable Law.

28.30. **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.*

29.31. **Probation.** A period: a) immediately following an original hire or appointment, or promotion, during which a member is expected to demonstrate his/her ability to

perform the duties of the position, or b) imposed as part of a corrective or disciplinary action, during which a member is expected to comply with and fulfill the terms and conditions of the probation. The fact that a member successfully completes his/her probation does not change his/her "at-will" status; nor does the probation create any right of continued employment or service during the probationary period.

~~30.32.~~ **Probationary Firefighter.** An individual who has successfully completed the Academy and/or has met the requirements of firefighter within the position description.

~~33.~~ **Public Health Emergency.** An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infections agent for which an emergency is declared by a federal, state, or local public health agency; a disaster emergency is declared by the governor; or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

~~31.34.~~ **Rate of Pay.** A line-employee's regular hourly rate of pay determined in accordance with the FLSA Regulations. Rate of pay includes base salary, longevity and certification pay.

~~32.35.~~ **Reserve(s).** An individual who participates in the District's Reserve Firefighter Program and has successfully completed the District's probationary period . A reserve cannot participate as a Support Services or be an Employee In accordance with the FLSA, a reserve is volunteering his/her time or services to the District, in accordance with the District's Reserve Program, for a civic, charitable and/or humanitarian reason, without promise, expectation or receipt of compensation (other than a minimal fee) for the service.

~~33.36.~~ **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Handbook, or an SOP established by the Fire Chief or a Designee.

~~34.37.~~ **Shall, Must, and May.** "Shall" and "Must" mean mandatory. "May" means permissible.

~~38.~~ **Standard Operating Procedures (SOPs).** Written orders issued by the Fire Chief or a Designee to implement this Handbook or other District rules and to administer the District efficiently and effectively, consistent with the authority granted by the Board and Applicable Law.

~~39.~~ **Straight Time.** Payment of wages at a line-employee's Rate of Pay with no overtime premium.

~~35.40.~~

36.41. Support Services Member. An individual who participates in the District's Support Services Program. A support services member cannot participate in the District's Reserve Program, or be an Employee.

42. Temporary Employee. An individual who has been hired for a specific period (such as a summer) on a full-time or part-time basis, not to exceed 1,560 hours in a calendar year.

43. Unscheduled Hours. Actual Hours Worked by a line-employee that are not part of the 120 hours a line-employee is regularly scheduled to work in a 15-day FLSA Cycle.

37.44. Wage Replacement Benefit(s). Benefits provided by the District, and expressly contained in the Handbook, including sick leave, vacation leave, jury duty leave, witness leave for non-District matters, personal day(s), military leave, domestic violence leave, Designated Holidays, and bereavement leave

38.45. Work Period. The period established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt line-employees, ~~as outlined in detail in the Payroll Procedures Manual.~~ The District's work period for line-employees is 15 consecutive days.

39.46. Workweek. A period of 7 consecutive 24-hour periods (168 hours) established by the Board pursuant to the FLSA for the purpose of calculating and paying overtime to non-exempt administrative employees, ~~as outlined in detail in the Payroll Procedures Manual.~~ The District's workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday.

40.47. You(r). All District members, except where the context indicates the term is intended to apply to a more limited group, such as employees, reserves, or support services members.

B. The District's Goals and Purposes.

The District's goals and purposes are to provide fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness, and emergency medical services to its citizens and property, persons conducting business in or traveling through the District, and areas outside the District through intergovernmental agreement, to the extent allowed by Applicable Law.

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

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

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

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

D. SOPs.

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

E. Emergency Suspension of Rules and SOPs.

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

F. Effective Date.

This Handbook is effective January 1, 2021. All prior District rules and benefits not contained in this Handbook are repealed, discontinued or eliminated as of that date. This repeal, however, does not affect any corrective or disciplinary action begun or taken before the effective date.

G. Amendments.

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

H. No Contractual Rights - At Will Employment.

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

I. Safety Policy.

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

If the Designated Safety Officer is not on duty, report the act or condition to your direct supervisor. You must maintain complete familiarity with, and at all times obey, all District safety rules and all Applicable Laws relating to safety. If you have a question about a safety rule or Applicable Law, you must contact your supervisor immediately. You must attend all safety meetings, equipment demonstrations, workshops, and other safety programs required by the District.

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

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

K. Severability.

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

Section 2

EMPLOYMENT & VOLUNTEER SERVICE POLICIES

A. Equal Employment/Service Opportunity.

The District provides equal employment and service opportunities to all applicants and members without regard to race, color, hair texture, hair type, protective hairstyles, religion, creed, national origin, ancestry, lawful work status, gender, sex, marital status, military status, age, physical or mental disability, pregnancy, sexual preference or orientation, transgender status, genetic information, or membership or other status in any other group protected by Applicable Law. This policy applies to all terms and conditions of employment/service, including but not limited to hiring/appointment, transfer, promotion, demotion, termination, lay-off, leaves of absence, compensation and training.

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

B. Harassment and Discrimination Prohibited - Generally.

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

C. Sexual Harassment Prohibited.

The District prohibits sexual harassment. No one at the District, including Directors, officers, supervisors, members, patients, vendors or any other person, may make sexual advances or

requests for sexual favors, or engage in any other verbal/physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation or transgender status where:

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment; or
2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment/service, or will be used for the basis of any employment/service decision, including but not limited to, appointment, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment/service with the District (all such conduct is defined in this policy as "sexual harassment").

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

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

3. Sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,
4. Physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

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

D. No Apparent Authority.

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

E. Procedure for Reporting Illegal Harassment or Discrimination.

1. Mandatory Reporting.

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

2. Confidentiality.

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

3. Investigation.

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

4. Resolution.

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

5. Retaliation.

A member shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You must immediately report retaliation in the same manner as a complaint of illegal harassment or discrimination in accordance with Section 2(E)(1), above.

F. Pregnancy, Child Birth and Related Medical Conditions.

The District treats pregnant members and applicants the same as all other members/applicants. The District will not exclude you from employment/service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related

medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

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

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

The District will provide reasonable unpaid break time or allow an employee to use paid break time, meal time or both, each day to allow the employee to express breast milk for her nursing child for up to two years after the child's birth. The District will make reasonable efforts to provide a room or other location in close proximity to the work area, other than a toilet stall, where an employee may express breast milk in privacy.

Upon request of the pregnant employee/volunteer following the procedures outlined at G(2) below, the District will make all reasonable accommodations for health conditions related to pregnancy or physical recovery from childbirth unless such accommodations would impose an undue burden on the District.

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

1. Generally.

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

2. Procedure for Requesting Accommodation.

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

H. No Absolute Right of Work Stoppage or Slowdown.

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

I. Personnel and Confidential Records.

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

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

J. Terminating Your Employment or Volunteer Service.

1. Notice.

You may terminate your employment/volunteer service at any time without prior notice to the District. In order to avoid disruption of its emergency services, the District would appreciate all members except exempt-employees giving at least two week's notice. The District would appreciate exempt-employees giving at least four week's notice.

2. Return of District Property - Failure to Return Reduces Final Pay.

You must return all District property on or before the last day of work. By a separate written agreement, attached hereto as Appendix B, each employee has agreed the value of District property not returned before his/her last day of work will be deducted from his/her final pay. Reserves and Support Services Members who do not return District property must reimburse the District in the amount necessary to replace the property. The District may take appropriate action to recover property (or the value of the property).

3. Final Pay.

- a. Normally, the final check for a employee who is terminated will be given to the line-employee at the time of termination, or as soon thereafter as reasonably practicable.
- b. The final check for a employee who resigns or retires from the District will be processed in the next normal pay period and mailed to the employee's last known home address, unless the employee makes other arrangements with the District.

~~Final pay will be processed in accordance with the District's normal payroll procedures, as set forth in the District's Payroll Procedures Manual.~~

4. Payment for Accrued Leaves and Holidays.

- a. Upon the separation or termination of employment, a employee will be paid for all accrued but unused vacation leave.
- b. A employee who voluntarily terminates employment or retires is paid for all accrued but unused sick leave at his/her current Rate of Pay. A employee who is involuntarily terminated forfeits all accrued but unused sick leave.
- c. All accrued but unused personal days are forfeited upon separation or termination of employment.

~~When an employee leaves or is terminated by the District, he/she will be paid for all accrued but unused leave in accordance with the Payroll Procedures Manual in effect at that time.~~

K. Hiring, Appointment and Promotion of Members.

1. **Eligibility.**

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

The District Board has determined that the "incompatibility of offices" doctrine prohibits a District Director from also being an active reserve or support services member. Accordingly, a reserve or support services member must resign from the applicable District program upon being elected to a District Director position.

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

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

2. **Fire Chief's Authority.**

The Fire Chief is solely responsible for appointing, hiring and promoting individuals for all paid, reserve, and support services member positions below the rank of Fire Chief, and all administrative positions, subject to this Handbook and Applicable Law.

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

A reserve or support services member hired as an employee must meet all of the District's training and certification requirements for the position within the time specified for meeting the requirements at the time of hire. Failure to meet the training and/or certification requirements within the specified time may result in demotion or termination as appropriate in the Fire Chief's sole discretion.

3. **Former Member Performance.**

If a former member applies to join the District's Reserve or Support Services Programs, or a paid position, his/her prior performance as member, and the circumstances under which he/she stopped being a member will be considered by the District in determining whether to accept him/her into one of the District's Programs or hire him/her to a paid position.

4. **Limitations on Hiring or Promotion of Close Relatives.**

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

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

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

When District 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 Chief may terminate or transfer one of the two members, in his/her discretion.

5. Board Hires Fire Chief.

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

6. No Right to Former Position.

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

L. Reference Inquiries

The District does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries about you from prospective employers/volunteer organizations, the District will give only dates of service/employment and position(s) held. The District will not answer specific questions or give references regarding former members, unless the former member provides specific written authorization and a release requesting the District to release the additional information.

M. Workplace Anti-Violence Policy.

The District's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically or emotionally intimidating or threatening

behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the District Premises or during any District duty or activity, or any other act that in the District's opinion is inappropriate in the workplace.

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

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

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

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you must immediately report it to the Fire Chief or a Designee. If there is an immediate threat to your health/safety, or the health or safety of another member or other individual, or to District property, you must immediately call 911. The District will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The District also may report any incident of workplace violence to the appropriate law enforcement agency.

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

N. Whistleblower Policy.

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

O. Communications Systems.

1. General

Data and information created, stored, received or sent on the District's communications systems are District property. All information regarding access to the District's communications systems, such as user identifications, modem phone numbers, modem access codes, and passwords, is confidential and may not be disclosed to non-District personnel.

All data and information created, stored, sent or received on the District's communications systems (whether imbedded in software or otherwise) are subject to review and inspection at any time. You are on notice that none of the data or information is confidential, including e-mail and voice mail. Communications systems items, such as laptops, may be removed from the District Premises only with prior approval from the Fire Chief or a Designee.

2. Software

The District has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication and federal copyright protection. By using the District's communications systems, you assume the following responsibilities:

- a. Only software authorized or purchased by the District shall be used on a district computer.
- b. Do not duplicate or reproduce District or vendor software and software manuals.
- c. District software must not to be altered in any manner, including but not limited to, decompiling, disassembling, cross-compiling, reverse engineering or drafting derivative works.
- d. Computer software or documentation must not be removed from the District Premises without prior approval from the Fire Chief or a Designee.
- e. Upon termination of employment/services, all computer software and manuals must be returned to the District.

Tampering with computer hardware or violating any of the preceding provisions is prohibited and may result in disciplinary action up to and including termination.

3. Access Codes

The District utilizes systems by which members receive/send messages through e-mail and voice mail. Personal access codes must be kept on file with the Fire Chief or a Designee at all times so the District can access any messages left on or transmitted over the communications systems at any time. You are on notice that such messages are not confidential and the Fire Chief or a Designee may access them at any time.

4. Personal Use of District's Communications Systems

The District permits reasonable, responsible use of the communications systems for personal purposes. You are prohibited from placing a personal long distance telephone call, or otherwise using the District's communications systems, in a manner that results in any fee, charge or assessment without the prior approval of the Fire Chief or a Designee, and immediate reimbursement to the District of any fee, charge or assessment incurred. Abuse of this privilege may result in discipline up to and including termination.

5. Prohibited Use

You must not use the District's communications systems for any inappropriate or illegal activity. You must not use the District's communications systems to engage in inappropriate activities or illegal harassment, discrimination, or retaliation, including but not limited to, accessing the internet through the District's computer system for the purpose of accessing sexually oriented, pornographic, racial or similarly inappropriate websites, or sending, receiving, or otherwise disseminating sexually oriented or racial materials or information.

6. No Expectation of Privacy.

You have no reasonable expectation of privacy in any District property, including the District's communications systems and all data and information, including electronic transmissions, created, stored, sent or received on the District's communications systems. The District has the right and may monitor at any time your use of the District's communications systems, including but not limited to e-mail and voice mail, and your access of internet websites, and information and data created, stored, sent or received through the District's communications systems. Pursuant to C.R.S. § 24-72-203, you are advised that e-mails or instant messaging to/from you may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

P. Retaliation Prohibited.

You are prohibited from retaliating against any member for reporting or cooperating in the investigation of an alleged violation of any District rule or Applicable Law, including but not limited to the FLSA, Title VII of the Civil Rights Act, the Americans With Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), the Pregnancy Anti-Discrimination Act

(PADA), the Colorado Anti-Discrimination Act (CADA), the Healthy Families and Workplaces Act (HFWA), and the Public Health Emergency Whistleblower Act (PHEW). If you believe you have been retaliated against, you must immediately file a complaint of retaliation in accordance with the procedures set forth in Section 2(E), above.

Q. No Sexual Activity.

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

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

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

S. Fitness for Duty Assessment.

Fitness for duty, particularly including the ability to perform arduous physical tasks under stressful circumstances, is an essential function of every line-member. If you are not able to pass the District's physical fitness standard, you may be at risk in certain emergency situations, and also may endanger the lives and safety of other members and the public. Your employment/reserve service may not be continued if you cannot pass the physical fitness standard. The District requires line-members to successfully complete the current physical fitness standards annually.

T. Confidentiality of Protected Health Information.

As a provider of health care services, the District is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). You must comply with all District rules and Applicable Law securing the confidentiality of protected health information.

Section 3

COMMAND STRUCTURE AND SCOPE

A. Chain of Command.

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

B. Orders by Supervisors.

You must comply with a supervisor's lawful orders. If you are ordered to perform an act you reasonably believe is illegal, you must immediately advise the supervisor issuing the order before acting. If a supervisor's order is contrary to any order previously given by another supervisor, you must notify the supervisor who issued the conflicting order and abide by the decision of that supervisor on how to proceed.

C. Behavior toward Officers.

Officers, including those in an acting officer capacity, are to be accorded the respect due their position.

Section 4

MEMBER CONDUCT

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

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

- a. While performing any District duty or activity, while on the District Premises, or while engaged in District business or activities off the District Premises, you are prohibited from:
 - i. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;
 - ii. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or using illegal drug paraphernalia;
 - iii. Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except off-duty members in connection with a District authorized event, such as a holiday party.
- b. The foregoing illegal drug/alcohol related conduct also is prohibited during non-working hours to the extent that, in the District's opinion, it impairs your ability to perform the essential functions of your job.
- c. A prescription drug must only be brought on the District Premises by the person for whom it is prescribed. Prescription drugs must be used only in the manner, combination and quantity prescribed. You are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, you are required to take prescription or over-the-counter drugs that could affect your ability to perform your duties, you must notify your supervisor immediately.
- d. Marijuana, whether recreational or medical, is a controlled substance and illegal under federal law. Further, no physician has the legal authority to

prescribe medical marijuana for any purpose. Use of recreational or medical marijuana will be treated the same as use of an illegal drug under this policy.

2. Required Tests.

- a. Applicants. The District conditions every offer of employment/volunteer service on the passing of a blood or urine test for the presence of illegal drugs or alcohol. The District does not hire job applicants or allow volunteer membership to individuals who fail to take and pass this test.
- b. The District has the right to require a member to submit to illegal drug and alcohol testing whenever the District has a reasonable suspicion that the member is under the influence of illegal drugs or alcohol while on duty. Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:
 - i. Abnormal or erratic behavior, or behavior that is otherwise suspicious;
 - ii. Information of recent illegal drug or alcohol use provided by a reliable and credible source;
 - iii. Direct observation of illegal drug or alcohol use, purchase or sale;
 - iv. Presence of a physical symptom of illegal drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
 - v. An accident involving a District vehicle, personal injury, property damage estimated at or above \$1500.00;
 - vi. Aggressive or violent behavior;
 - vii. Possession of alcohol or illegal drugs; or
 - viii. Access to alcohol or illegal drugs that is suspicious.

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

3. **Random Testing.**

The District has the right at any time to perform random drug/alcohol tests on all line-members and other members in public safety positions.

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

- a. An applicant who without an acceptable reason fails to report for, or a member who refuses to submit to or who tests positive on, an illegal drug/alcohol test, shall not be hired or appointed.
- b. A member who, without an acceptable reason, fails to report for, or a member who refuses to submit to, an illegal drug/alcohol test, shall be terminated.
- c. 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 will performing his/her duties for the District (“*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.
- d. A member who tests positive on an alcohol test may be subject to disciplinary action, up to and including termination.

5. **Illegal Drug/Alcohol Related Convictions; Duty to Notify the District.**

- a. A line-member or other member in a public safety position shall notify the Fire Chief within 24 hours of being charged with an offense involving the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug or an alcohol-related offense.
- b. All District members shall within five calendar days notify the Fire Chief if they are convicted of, or plead guilty/no-contest to an alcohol related offense or a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug.

- c. A member who fails to notify the Fire Chief in accordance with the requirements of subparagraph (a) or (b), above, may be immediately terminated.
- d. A District line-member or other member in a public safety position who is convicted or pleads guilty/no-contest to a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug will be terminated. A District line-member or any other member in a public safety position who is convicted or pleads guilty/no-contest to an alcohol related offense may be subject to corrective or disciplinary action, up to and including termination.
- e. A District member who does not hold a line or other public safety position, and who is convicted of a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol related offense, may be subject to corrective or disciplinary action, up to and including termination.

B. The District's Right to Conduct Reasonable Searches.

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

All spaces on the District Premises or under the control of the District remain subject to search even though you use such space or consider the space to be private. The District's communications system and all information and data on the District's communications system remains District property at all times. You have no right to privacy to any information or data received, sent, generated or stored on the District's communications system. You will be issued passwords for use on the computer and network systems; however, administrative passwords may be used to gain access and inspect the contents of any District computer or account. These administrative passwords shall not be blocked in any manner by means of codes, passwords, encryption or otherwise.

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

C. Duty to Read E-Mails or Other Communications.

All memoranda, directives, bulletins and announcements will be e-mailed to you in accordance with the SOPs. You must read and understand all District communications.

D. Solicitations.

Solicitations and distribution of literature for any purpose are prohibited on the District Premises or while on duty, unless approved in advance by the Fire Chief or a Designee, or except as otherwise authorized by Applicable Law. No member shall be compelled to contribute money to any political party, club, union or association.

E. Use of District Apparatus and Personal Vehicles.

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

1. Valid Driver's License.

A valid Colorado driver's license with an acceptable driving record is a condition of employment/reserve service and continued employment/reserve service with the District. The District checks annually to determine that each member has a valid drivers license.

2. Insurance.

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

3. Accidents.

All accidents involving District Apparatus, or your personal vehicle in the performance of 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.

4. Traffic Violations.

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

5. Lawful Driving and Parking.

You must strictly observe existing traffic regulations at all times, except when responding to an emergency. You may only exceed lawful speeds, disregard regulations governing directions of movement or turning in specified directions or proceed past a red or stop signal or stop sign (after slowing down as necessary for safe operation) when: a) responding to, but not returning from, an emergency call or fire alarm; and b) audio and/or visual signals, where appropriate, are being used;

and c) you do not endanger life or property. No District Apparatus shall be driven at a rate of speed greater than can be maintained with due regard to safety. All District Apparatus shall be operated within the provisions set forth in Statute and the District Driving SOP. A District Apparatus may be parked irrespective of the state and local laws governing such actions when: a) responding to, but not returning from, an emergency call or fire alarm; and b) visual signals are being used, except when using visual signals would cause an obstruction to the normal flow of traffic; and c) you do not endanger life or property.

6. Inspection of District Vehicles and Apparatus.

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

7. No Unauthorized Passengers/Riders.

Spouses, significant others, children, and other individuals may only be permitted to ride on District Apparatus if: 1) prior written approval of the officer in charge is obtained and the individual (or in the case of a minor, the minor's parent or guardian) signs a release form provided by the District.

8. No Unauthorized Use.

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

F. Hair and Dress Code.

1. Hair.

You are required to keep your hair clean and well groomed at all times. Line-members must keep their scalp and facial hair at a length and in a style that does not interfere with the proper function of bunker gear, SCBA and other personal protection equipment, and may be required to take a "fit test" at any time to ensure that bunker gear, SCBA and other personal protection equipment fits and functions properly.

2. Uniforms and Clothing.

All line-members must wear clean uniforms or clothing in good condition that is appropriate or required for their position. Unless approved by the Fire Chief or Designee, a line-member must only wear buttons, emblems or insignia as specified in the SOPs.

A line-member is responsible for the maintenance and inspection of his/her protective clothing in accordance with the SOPs. Any damage requiring repair or replacement must be reported to the line-member's supervisor. Any equipment needing repair or replacement is considered out of service until repaired or replaced. Line-members may wear watches, rings, and medical or religion tags while on duty as long as they do not impair the line-member's ability to perform his/her duties.

G. Tobacco and Tobacco Products.

The District intends to provide a tobacco-free work environment for its members. The use of tobacco and tobacco products, including electronic cigarettes and/or vaping devices, of any form is prohibited inside any District building or inside any District Apparatus and is only allowed in designated outdoor areas that are at least 15 feet from the main entrance to a building.

H. Housekeeping.

1. Generally.

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

2. Responsibilities.

Line-members are responsible for the following general housework:

- Truck check
- Dust, mop or wash apparatus area
- Dump trashcans
- Mop all tiles floors
- Clean toilets, wash bowls and bath
- Dust or wash all trucks
- Dust lockers
- Clean fire station grounds

I. Care and Use of District Property – Theft of Member Property.

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

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

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

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

J. Conflicts of Interest.

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

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

K. Personal Gain Prohibited.

You must not demand from any person(s) pay or other reward for services rendered as a District member. In addition, you must not accept any gifts or gratuities having a value in excess of \$53.00, unless the gift or gratuity is reported to the Fire Chief. You are prohibited from using your employment with/service to the District for personal gain.

L. Attendance and Punctuality

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

M. Ethical Conduct.

You must uphold the standards of the emergency services profession, continually search for new and improved methods to carry out your responsibilities, and share your knowledge and skills with other members and the public. You must not allow your personal feelings to deter you from your responsibilities.

You must at all times respect the property and rights of all people, and every individual's chosen way of life. You must keep your private life honorable and an example to all, and must maintain courageous calm in the face of danger, scorn or ridicule. You must develop self-restraint and be constantly mindful of the welfare of others. You must be honest in thought and deed in your personal and official life. You must be exemplary in obeying all Applicable Laws, District rules, and the legal orders and instructions of supervisors.

N. Use of Cellular Telephones (Cell Phones).

1. Personal Use of Cell Phones During Work Hours.

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

2. Use of Cell Phones to Perform District Duties and Activities.

If you use you a cell phone to perform a District duty/activity, you must:

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

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

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

ii. keep the call as short as possible;

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

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

v. use appropriate language.

O. Blogging, Letters to the Editor and Other Forms of Public Expressions of Opinion

Whether you choose 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 your own decision; however, you must be careful not to violate any District rule, your duty of loyalty to the District or other Applicable Law. In addition, you are prohibited from:

1. Conducting activities related to public expressions of opinion using the District's communications systems, including its computers, or during work;

2. Representing any opinion or statement as the policy or view of the District, or its Directors, officers and members;
3. Making disparaging or defamatory comments about the District, or its Directors, officers, members, vendors, customers, or services; or,
4. Criticizing the District, or its Directors, officers or members instead of using the dispute resolution procedures contained in this Handbook.

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

P. Social Media Policy

Before reading this policy, please read the definitions of "Posts" and "Social Media" contained in the Definitions section of this Handbook. Please ask your supervisor or the Fire Chief if you have any questions regarding these definitions.

The District understands you may maintain or contribute to Social Media and/or engage in Posts outside of your paid or volunteer position with the District and may periodically engage in Posts containing information about your District position or District activities on Social Media. If you engage in such activities, you are required to exercise good judgment, and comply with this Handbook.

The District has the right to monitor and review Social Media Posts made by you while on-duty and, from time to time, those made while off-duty by you as it deems as necessary and appropriate for the efficient and effective administration and operation of the District. To that end, you have no expectation of privacy while using District owned or leased equipment, even when you are merely using the equipment to access your personal email account or other Social Media. Pursuant to C.R.S. § 24-72-203, you are advised that Posts, e-mails and text messages to/from you may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

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

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

In maintaining or contributing to Social Media or engaging in Posts, you must not use the District's name in your identity (*e.g.*, username, "handle" or screen name). You also must not

speak as a District representative, unless expressly authorized by the District.

Mutual respect and teamwork are essential to effective and efficient District administration and operation. You must be courteous, respectful, and thoughtful about how the District and its 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 District's efforts to encourage teamwork, violate this Handbook, and harm the District, which may result in corrective or disciplinary action up to and including termination.

You bear full responsibility for information contained in your Posts and your Social Media. You must make certain that your Posts are accurate and must correct any inaccurate statements you make. You must not reference other District members or 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. You are responsible for reading, knowing and complying with the Terms of Service of the Social Media sites you use.

Stated simply, your decision to use a different medium does not excuse recklessness in public communication or limit the District's ability to regulate your Social Media and Posts as it could any other communication. The District supports your right to engage in discourse about matters of public concern consistent with your First Amendment rights. However, the District prohibits actions that violate this policy, any other District rule relating to social networking, Posts and Social Media, or any other form of public expression.

Q. Public Relations/Press Releases.

Release of District information and documents is the responsibility of the Fire Chief or Designee. The Fire Chief must approve the release or publication of all written materials (such as incident reports) or verbal communications that relate to the administration, rules or general operations of the District.

R. Off-Duty Activities.

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

S. Visitors.

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

must not interfere with emergency response or unduly burden other District operations. Visitation by a minor is prohibited without their guardian being present.

T. Public Records.

As a political subdivision of the state, the District is subject to the Open Records Act, C.R.S. §24-72-101, et seq. ("Act"). Under the Act, certain District documents are considered "public records" and must be produced to the public under the circumstances, and in compliance with the procedures, set forth in the Act. You must not produce any District document to the public or any other entity or public agency without the prior approval of your supervisor. The Act specifically prohibits the disclosure of certain District documents including but not limited to:

1. Medical Records.

The medical and psychological records of any individual must be kept confidential by the District and its members unless the records are authorized for release, in writing, by the person whose medical treatment, condition or psychological evaluation is the subject of the records, or unless production of the records is compelled by a subpoena or order issued in connection with a legal proceeding or otherwise required by Applicable Law.

2. Personnel Records.

The contents of a member or former member's personnel file must be kept confidential by the District and its members unless the information in the file is authorized for release, in writing, by the member or former member, or his or her agent or attorney, which agent or attorney must present written proof of his or her agency or legal representation of the member or former member. Information in a member or former member's personnel file also may be released in compliance with a subpoena or order issued in connection with a legal or administrative proceeding, or if otherwise required by Applicable Law. Nothing in this paragraph, however, shall prohibit the District from using any or all of the information in a member's or former member's personnel file to the full extent required or allowed by Applicable Law in the event of any legal or administrative dispute with the member or former member.

U. Attorney-Client Communications-Confidential.

All communications between the District attorneys and the Board, individual Directors, or any District employee are confidential and shall not be made available to the public, unless expressly authorized by the Board or the Fire Chief, or required by law.

V. Testimony.

No member shall give a deposition, affidavit, written statement, interview, or other form of information, including, without limitation, any papers or documents of the District, or appear as a witness in a civil or criminal matter arising out of or related to his/her District duties without prior notice to, and authorization by, the Fire Chief.

W. Public Health Emergency Whistleblower Policy.

1. General Policy.

The District intends to help provide a safe and healthy work environment for its members and encourages members to bring any concerns to the District's attention. The District will not discriminate, take adverse action, or retaliate against members for engaging in any of the following activities:

- Raising (in good faith) any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety, related to a public health emergency;
- Opposing any practice the worker reasonably believes is unlawful; or
- Making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the member reasonably believes to be unlawful.

Members are *not* protected for communications (A) that are knowingly false or are made with reckless disregard for the truth or falsity of the information, or (B) that share individual health information that is otherwise prohibited from disclosure by state or federal law.

2. Members' Rights to Use Their Own Personal Protective Equipment ("PPE").

Members are allowed to voluntarily wear their own PPE, such as a mask, faceguard, or gloves, if the PPE:

- a. Provides more protection than equipment provided at the workplace;
- b. Is recommended by a government health agency (federal, state, or local); and
- c. Does not render the employee incapable of fulfilling their duties.

3. Procedure for Filing an Internal Complaint.

A member who is subjected to, or observes any discrimination, adverse action, or retaliation related to a public health emergency or interference with the voluntary use of PPE which the member considers to be unlawful, should report such conduct in accordance with Section 2(E) of the Handbook.

Section 5

EMPLOYEE COMPENSATION & WORK SCHEDULES

This Section 5 does not apply to reserves or support services members.

~~A. — Payroll Procedures Manual.~~

~~The Board has adopted a Payroll Procedures Manual for non-exempt line employees, which contains detailed rules regarding non-exempt line employee work schedules, compensation and payroll procedures. All non-exempt line employees must review and comply with the Payroll Procedures Manual.~~

AB. Work Schedule.

1. Administrative Employees.

Full-time administrative employees work a minimum of 40 hours per week. Normal working hours are between 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour lunch.

2. Line-Employees.

Full-time line-employees must report ready for duty at 0600 hours. Full-time Line-employees work tour of duty is comprised of 48 hours on duty followed by 96 hours off duty. The Fire Chief or a Designee will establish the tours of duty. Part-time firefighters work the schedule set by Chief Staff.

3. Shift Trading

The District does not manage a shift trade program. The individual scheduled on-shift is responsible for making sure their shift is adequately covered. The individual that is scheduled must contact his/her direct supervisor and the ~~Division Chief of Operations~~Battalion Chief of EMS with the trade details.

4. Schedules Subject to Change.

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

5. Recall of Off-Duty Employees.

At the discretion of the Fire Chief or a Designee, when an emergency occurs in the District of such magnitude that it requires the recall of any or all available employees, those employees will be notified by necessary means to report for duty. Employees contacted will be required to return to duty within one hour of notification. Employees on pre-approved vacation are exempt, as are any employees who are off duty due to sickness and/or injury. Recalled non-exempt employees will be paid 1½ times their regular rate of pay for all actual hours worked during the recall.

C. Recording Work Hours – Falsification of Time Records Prohibited.

~~Shift Lieutenants are required to record the time of all line-employees under their supervision on the District's shift log book and in electronic personnel management software, including but not limited to, all Actual Hours Worked and all paid time off through use of accrued Wage Replacement Benefits. All actual hours worked and leave time taken for non-exempt line-employees must be recorded in accordance with the Payroll Procedures Manual and Section 5(A) above. All other non-exempt employees must accurately record and report deviations from their regularly scheduled work schedule by filling out the approved Time Deviation Form and submitting it to their Battalion/Division Chief.~~

If you separately track your time worked through personal electronic, manual, or other means, and you believe there is a discrepancy between your personal records and your official time records, you must immediately report this information to the Fire Chief. Reports of discrepancies will be promptly investigated. If it is determined that your official time records incorrectly reflect your time worked, your pay will be promptly adjusted accordingly.

You are prohibited from completing the time record of another employee, ~~except within~~ except as may be required by the Payroll Procedures Manual or other District policies. Falsification of a time record may result in corrective or disciplinary action, up to and including termination.

D. Working Unscheduled Hours.

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

E. Regular Pay Procedures.

1. Payment.

The ~~Executive Assistant~~ Director of Finance & HR is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation. You will be paid on the fifteenth and the last day of the month. If the regular pay day

falls on a holiday, you will be paid on the last day the District office is open for business prior to the regular pay day. If the regular pay day falls on a Saturday or a Sunday, you will be paid on the preceding Friday. ~~Line employees should refer to the District's Payroll Procedures Manual for Non-Exempt Line Employees for more detailed information on the District's payroll procedures.~~

2. Payroll Deductions -Generally.

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

3. Exempt Employee Deductions.

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

4. Improper Payroll Deductions.

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

F. Overtime Pay Procedures.

1. General Overtime Policies.

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

testifying as a witness in a District-related matter counts as actual hours worked. Although it has no legal obligation to do so, the District currently counts time off taken through use of a wage replacement benefit (*i.e.*, vacation leave, sick leave, bereavement leave, personal days, or catastrophic illness/injury bank) as actual hours worked for purposes of calculating overtime compensation. Voluntary participation in an educational program, regardless of whether it is subsidized by the District or any federal, state, local or agency, is not actual hours worked. ~~Non-exempt line-employees should refer to the District's Payroll Procedures Manual for Non-Exempt Line Employees for more detailed information on the District's payroll procedures~~

2. Overtime Pay for Non-Exempt Employees.

A non-exempt employee will receive compensation for overtime worked in accordance with the FLSA. In general, an administrative employee will receive compensation for overtime at the rate of 1½ times his/her regular hourly rate of pay for all hours actually worked in excess of 40 hours in a workweek. A non-exempt line-employee will be paid overtime at the rate of 1½ times his/her regular hourly rate of pay for all hours actually worked in excess of 114 hours in a 15-day work period. ~~Non-exempt line-employees should refer to the District's Payroll Procedures Manual for Non-Exempt Line Employees for more detailed information on the District's overtime payment procedures.~~

G. Longevity Pay.

The District provides longevity pay to full-time employees. In general, a full-time employee accrues \$5 per month of service, with no maximum on the amount of longevity pay that can be accrued. The new longevity pay is paid to each full-time employee on his/her anniversary date, or as soon as reasonably practicable thereafter.

The Board may in its sole discretion modify or eliminate the longevity pay plan at any time.

H. Technical Pay.

An employee who holds one or more of the following certifications, and who is not required to hold the certification(s) for his/her position, will receive the following certification pay:

Fire Fighter II	\$ 25.00/month	\$300.00 per year
Fire Officer	\$ 50.00/month	\$600.00 per year
Haz Mat Tec	\$ 25.00/month	\$300.00 per year
EMS Coordinator	\$500.00/month	\$6,000.00 per year
Paramedic	\$300.00/month	\$3,600.00 per year
DO II	\$25.00/month	\$300.00 per year
Certified Fire Investigator	\$25.00/month	\$300.00 per year

You will only receive technical pay for the highest level of certification you hold in a specific category. Notwithstanding the foregoing, individuals employed in the positions of paramedic or fire officer shall receive certification pay even though they are required to maintain the paramedic and fire officer certifications for their position. In addition to any other corrective or disciplinary

action that may be imposed, an employee who does not maintain his/her certifications forfeits pay for those certifications.

The Board may in its sole discretion modify or eliminate the technical pay plan at any time.

I. Battalion Chief-Stipend

Battalion Chief's can be paid a stipend if they work a holiday or cover a shift or participate in a mandatory training.

Section 6

BENEFITS

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

A. Member Benefits.

The following benefits are available to all eligible members.

1. Expense Reimbursement.

a. Accountable Plan Policy.

All expense reimbursements and allowances of the 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:

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

The 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 District will issue a notice requiring you to return all excess reimbursements, allowances, *per diems* and advances within 120 calendar days of the issuance of the notice. You must comply with the quarterly notices issued by the District.

Per diems are paid based on the General Service Administration (GSA) Meals & Incidentals (M&IE)

rates and will only be paid for the meals not provided thru the training.;

b. Travel Reimbursement.

The District may reimburse you for approved travel in your private vehicle on District business at a rate determined by the Fire Chief or Designee. Excess mileage advances, allowances or reimbursements must be returned to the District in accordance with the accountable plan policy stated above. You must submit an expense report to the administrative staff by the end of the month for which reimbursement is sought.

2. Leaves

a. Funeral Leave.

Full-time employees and reserves will be granted up to four consecutive 8-hour or 9-hour shifts off from work, or two 24-hour shifts off from work, as applicable, in the event of the death of an immediate member of the individual's Immediate Family. The leave will be with pay for full-time employees.

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

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

b. Jury Duty.

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

c. Witness Leave.

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

d. Administrative Leave.

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

e. **Personal Leave of Absence.**

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

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

f. **Military Leaves of Absence.**

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

3. **Injury Leave -Workers' Compensation Insurance**

a. **Reporting On the Job Injuries – Providers**

The District provides Workers' Compensation Insurance to all members. If you suffer a work related injury, illness or exposure, you must submit a written report to your supervisor within 24 hours of the injury, illness or exposure. If you contract an occupational disease as a result of your work for the District, you must submit a written report of the occupational disease to your supervisor within 30 days after the first distinct manifestation of the occupational disease. Failure to follow these procedures may jeopardize your right to workers' compensation benefits. Questions regarding workers' compensation insurance claims should be directed to the Fire Chief.

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

b. **Salary Replacement for Line-Employees**

The District will pay a line-employee the difference between your worker's compensation benefits and your regular hourly rate of pay for up to thirty (30) calendar days, if you are injured in the line of duty. After the 30 calendar days, you may apply your accumulated sick leave and vacation time, in that order, to any additional time off needed for the injury.

c. **Injury Leave for Off Duty Injuries.**

If you suffer a non-work related injury that will in any manner adversely affect your ability to perform your duties to the District, you must immediately report the injury to the Fire Chief or a Designee. Where appropriate and permitted by Applicable Law, a non-exempt employee will be required to use 30% of his/her accrued sick leave before he/she will be eligible for restricted duty or light duty. Except as otherwise required by Applicable Law, restricted duty or light duty will be allowed only at the Fire Chief's discretion, and your physician submitting a written statement of the injury, limitations of duty and the amount of time the restricted or light duty will be required. If a non-exempt employee cannot be placed on restricted or light duty, your accrued sick leave will be used. Once your accrued sick leave is exhausted, your accrued vacation leave will be used, at this time if the employee has established a catastrophic sick bank, it may be used. Once all forms of accrued leave have been used, the balance of the leave will be unpaid.

d. No Employment During Injury Leave.

While on injury leave, an injured employee must not be employed in any manner other than by the District, either with or without monetary compensation. An employee who violates this rule shall forfeit the compensation normally paid by the District during the injury leave.

e. Fitness to Return to Duty

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

B. Employee Benefits.

The following benefits are available only to eligible employees.

1. Family and Medical Leaves of Absence – No Eligible Employees.

As a public entity, the 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 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 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 within 75-miles of that worksite. Because the District does not employ 50 employees, no employees are eligible for FMLA leave at this time.

2. Personal Day.

A full-time employee accrues one personal day on his/her one-year anniversary date, which must be used between the date of accrual and the end of that calendar year. Thereafter, the personal day

accrues on January 1 of each year. The personal day does not accumulate from year to year and is forfeited if not used within the year earned. Requests to take your personal day must be submitted to your Battalion Division Chief for approval. The Operations-Battalion Chief may or may not approve based on staffing.

3. Vacations.

Full-time employees of the District begin accruing vacation time on the date of hire through that calendar year. Thereafter vacation time accrues on a calendar year basis in accordance with the schedule below. If an employee begins employment after the 1st of the month, then the accrual of vacation time will begin on the 1st of month following the date the employee started employment. Accrued vacation time may not be used until after 60 days of employment with the District.

ADMINISTRATIVE EMPLOYEES

<u>Years Completed</u>	<u>Weeks Per Year</u>	<u>Monthly Accumulation</u>
One Year	1 Week or 40 hours	3.33 Hours
Two Years	1 Week or 40 hours	3.33 Hours
Three Years	2 Weeks or 80 hours	6.67 Hours
Four and Five Years	2 Weeks or 80 hours	6.67 Hours
Six through Fourteen Years	3 Weeks or 120 hours	10 Hours
Fifteen Years +	4 Weeks or 160 hours	13.33 Hours

LINE-EMPLOYEES

<u>Years Completed</u>	<u>Shifts Per Year</u>	<u>Monthly Accumulation</u>
One Year	2 Shifts/48 Hours	4 Hours
Two and Three Years	3 Shifts/72 Hours	6 Hours
Four and Five Years	4 Shifts/96 Hours	8 Hours
Six and Seven Years	5 Shifts/120 Hours	10 Hours
Eight and Nine Years	6 Shifts/144 Hours	12 Hours
Ten and Eleven Years	7 Shifts/168 Hours	14 Hours
Twelve and Thirteen Years	8 Shifts/192 Hours	16 Hours
Fourteen Years	9 Shifts/216 Hours	18 Hours
Fifteen Years +	10 Shifts/240 Hours	20 Hours

You may carry-over accrued but unused vacation leave from one calendar year to the next, in an amount not to exceed 240 hours. Accrued vacation leave in excess of 240 hours is forfeited if not used before the end of the calendar year in which it accrued.

Vacation time will not be granted in advance of its accrual. The Fire Chief or a Designee must approve all use of vacation time. A request for vacation time must be submitted two weeks in advance to the Fire Chief or designee. For line-employees, requests for vacation days that fall on designated holidays will be granted based on seniority for each shift for that calendar year. Line-employees will not be allowed to request the same holiday for two consecutive years.

In the District's discretion, you may be paid for any unused vacation time on an annual basis. You must submit a request to the Finance-Officer/Director of Finance & HR to be paid for your unused

vacation

time

before November 10 of each year. If your request is granted, you will be paid your then-current regular rate of pay for unused vacation time. If your employment terminates for any reason prior to the end of the first calendar year, any accrued vacation leave will be forfeited and not paid out upon separation of employment. If your employment terminates for any reason and you have accrued but unused vacation time, after completion of the first calendar year, you will be paid for any accrued but unused vacation time at your then-current regular rate of pay.

4. Paid Sick Leave.

All District employees are eligible for paid sick leave. Accrual begins upon commencement of employment and sick leave may be used as it accrues. Employees may not use sick leave before it accrues. All part-time employees accrue sick leave at a rate of 1 hour of sick leave for every 30 hours worked, up to a maximum of 48 hours of sick leave per year. Part-time employees may carry over up to 48 hours of accrued sick leave to the following calendar year. Full-time employees accrue sick leave in accordance with the schedules outlined below.

ADMINISTRATIVE EMPLOYEES

<u>Years Completed</u>	<u>Days Per Year</u>
Date of Hire to Two Years	6 Days
Three to Four Years	9 Days
Five to Twenty Years	12 Days

LINE EMPLOYEES

<u>Years Completed</u>	<u>Shifts Per Year</u>
One to Two Years	2 Shifts/48 Hours
Three to Four Years	3 Shifts/72 Hours
Five to Twenty Years	4 Shifts/96 Hours

You must not use sick leave before accruing it. All employees must notify their direct supervisor of the need for sick leave as soon as practicable when the need for sick leave is foreseeable (e.g. a scheduled health appointment or surgery). Line-employees must notify the On-Duty Shift Commander by 5:30 a.m. if they are ill and will be taking sick leave for a scheduled shift. For sick leave of four or more consecutive workdays, the District may require reasonable documentation establishing that the sick leave is for a permitted purpose.

You may carry-over accrued but unused sick leave from one calendar year to the next, in an amount not to exceed 240 hours. Accrued sick leave in excess of 240 hours is forfeited if not used before the end of the calendar year in which it accrued.

At the District's discretion, you may be paid for any unused sick leave (not deposited into the Catastrophic Illness or Injury Bank) on an annual basis. You must submit a request to the ~~Executive Assistant~~ Director of Finance & HR to be paid for your unused sick leave before November 10 of each year. If your request is granted, you will be paid your then-current regular rate of pay for unused sick leave. If your employment terminates prior to end of the first calendar year, sick leave accrual will be forfeited. If you voluntarily terminate your employment or retire,

you will be paid at your then-

current regular rate of pay for all unused sick leave. If you are involuntarily terminated, you forfeit all unused sick leave.

Sick leave may be used for the following purposes:

- i. A mental or physical illness, injury, or health condition prevents an employee from working;
- ii. A family member an employee needs to care for has a mental or physical illness, injury, or health condition;
- iii. An employee or a family member an employee needs to care for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition;
- iv. An employee or a family member an employee needs to care for needs to obtain preventative medical care;
- v. An employee or an employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the employee must be absent from work to seek medical attention, obtain services from a victim services organization, obtain mental health or other counseling, seek relocation, or seek legal services; or
- vi. A public official has ordered the closure of an employee's place of business or the school or place of care an employee's child due to a public health emergency.

a. Supplemental Paid Sick Leave During a Public Health Emergency

On the date a public health emergency is declared, each employee's sick leave will be automatically supplemented as necessary to ensure that each employee has 2 weeks of sick leave available. Full-time employees will receive up to 80 hours of sick leave. Employees who work less than 40 hours a week will receive up to the greater of the average number of hours the employee works over 2 weeks or the amount of time the employee is scheduled to work over a 2-week period. An employee's accrued and unused sick leave counts, including any sick leave in their Catastrophic Illness or Injury ~~Bank, toward~~Bank, toward the calculation of what additional supplemental sick leave may be required.

Supplemental sick leave may be used from the date a public health emergency is declared until 4 weeks after the official termination or suspension of the public health emergency for the following purposes:

- i. An employee needs to self-isolate and care for oneself because the employee is diagnosed with, experiencing symptoms of, or seeking preventative care for a communicable illness that is the cause of the public health emergency;
- ii. An employee is seeking or obtaining a medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of the public health emergency;
- iii. An employee needs to care for a family member who is self-isolating because the family member is diagnosed with, experiencing symptoms of, or seeking preventative care for a communicable illness that is the cause of the public health emergency;

iv. An employee needs to care for a family member who needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of the public health emergency;

v. With regard to a communicable illness that is the cause of the public health emergency, a local, state, or federal public official or health authority having jurisdiction over the location of an employee's place of employment or the employer determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness;

vi. With regard to a communicable illness that is the cause of the public health emergency, an employee needs to care for a family member after a local, state, or federal public official or health authority having jurisdiction over the location of the family member's place of employment or the employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;

vii. An employee needs to care for a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely; or

viii. An employee is unable to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

5. **Holidays.**

The District recognizes the following designated holidays. Administrative employees are not required to work on these days.

New Year's Day (January 1st)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February)

Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

When a designated holiday falls on a Sunday, the following Monday is observed. When a designated holiday falls on a Saturday, the preceding Friday is observed.

Holiday pay is ½ times your then-current regular rate of pay. So, if you work a designated holiday, you will be paid 1½ times your then-current regular pay rate for the hours you actually work on the designated Holiday.

If you work on a designated holiday as the result of a shift trade, you will receive only the holiday pay for the actual hours you work (*i.e.*, ½ times your then-current regular rate of pay).

If you are called in for coverage on a designated holiday, you will be paid 1½ times your then-current regular rate of pay, plus holiday pay, for the actual hours you work, meaning that in total you will receive 2 times your then-current regular rate of pay for all hours actually worked on the designated holiday.

6. Health Insurance.

a. Insurance Benefits.

Full-time employees are eligible for health insurance benefits after sixty (60) days of continuous employment. The District currently pays 80% of the total premium for health benefits and 100% for dental, and vision insurance coverage for full-time employees, their spouses and/or family members. The District also provides a \$20,000 life insurance policy for the employee. Employees may have the option to choose different health plans offered by the District with premium difference paid by the employee. The Board reviews the District's health insurance benefits annually and may in its sole discretion modify or eliminate the same as part of its annual review. Eligible full-time employees and their spouses may be eligible for continuation of coverage under the Plan upon the eligible employee's voluntary separation from employment. Information is available from the ~~Executive Assistant~~[Director of Finance & HR](#) concerning available options, coverage dates and scope of coverage.

b. Health Reimbursement Account

The District currently offers a Health Reimbursement Account for eligible full-time employees after sixty (60) days of continuous employment. Employees are eligible for annual reimbursement on deductible expenses. Reimbursement amounts are set on an annual basis.

7. Long Term Death and Disability Insurance.

Full-time employees are eligible for long term death and disability insurance, which is provided through Fire and Police Pension Association (FPPA). The death and disability insurance premium is based on a percentage of your base salary and may change from year to year, as established by FPPA. Your contributions will be deducted from your compensation each pay period. Deductions for the premium will be made according to the following schedule:

<u>Years Completed</u>	<u>Paid By District</u>
1	-0-
2	1 /3 Premium

3	2/3 Premium
4	2/3 Premium
5	100%

At the Board's discretion, full-time administrative employees hired after January 1, 1997 who are eligible for FPPA will have 100% of their death and disability insurance premium paid by the District. [Revised 6/15/2011].

8. Retirement Benefits.

Full-time line-employees are eligible to participate in the FPPA administered Statewide Money Purchase Plan beginning on the first of day employment. Employees must complete the appropriate paperwork required for enrollment and eligibility of benefits in accordance with FPPA.. Employees participating in the pension plan are exempt from paying Social Security Tax (6.2%); however, they are not exempt from Medicare Tax (1.45%) and this amount will be deducted from their paycheck. Specific details on the retirement plans are available from the ~~Executive Administrative Assistant~~Director of Finance & HR. Plan participation and benefits are subject to FPPA's rules and regulations.

Civilian employees of the District are eligible to participate in the pension plan with ICMA. Civilian employees participating in the pension plan are exempt from paying Social Security Tax (6.2%); however, they are not exempt from Medicare Tax (1.45%) and this amount will be deducted from their paycheck. Specific details on the retirement plans are available from the ~~Executive Assistant~~Director of Finance & HR. Line employees are also eligible to participate in a non-matched 457 deferred plan. Plan participation and benefits are subject to ICMA's rules and regulations.

9. Unemployment Insurance.

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

10. Leave and Disability Provisions Subject to the Americans with Disabilities Act and Worker's Compensation Laws

All of the provisions in this Handbook relating to sick leave, restricted or light duty, or disabilities are subject to the Americans with Disabilities Act ("ADA") and related State laws, and Colorado's worker's compensation laws, when applicable, so that to the extent any provision herein is deemed to be inconsistent with the ADA, worker's compensation or State laws, the ADA, worker's compensation and/or related State laws, where applicable, shall control.

11. Educational and Training Assistance.

If you wish to attend work-related school, you may do so strictly on a voluntary basis, subject to the following rules:

- a. You must submit a training request form signed by the Training Battalion Operations Chief
- b. If your shift begins the morning before the day you will be going to school, you may leave work only with the approval of the officer in charge.
- c. You must report for duty on the day following the last day of school, if you are scheduled to work that day.
- d. School expenses will be paid in accordance with the District's accountable plan policy, and only if funds are available and the expenses are approved in advance by the Fire Chief or a Designee.

12. Education Expense Reimbursement and Allowances.

In accordance with applicable IRS regulations, the District may, at the Fire Chief's discretion and subject to annual funding, treat certain job-related educational benefits as non-taxable working condition fringe benefits. To qualify as a working condition fringe benefit, the education must be job-related and either:

- a. Required by the District or Applicable Law for you to maintain your present salary, status or position; or,
- b. Maintains or improves your skills in your present position.

The education is not a working condition fringe if it:

- a. Is needed to meet the minimum educational requirements of your current position; or
- b. Is part of a program of study that will qualify you for a new trade or business.

If the education is a working condition fringe benefit, payment or reimbursement for the following education expenses will not be treated as taxable income:

- a. Tuition, books, supplies, and equipment;
- b. Certain transportation and travel costs; and,
- c. Other education expenses, such as costs of research and typing when writing a paper as part of an educational program.

Any education related reimbursement or allowance must be in accordance with the District's accountable plan policy stated above.

13. Compensation for Attending Training, Conferences and Meetings.

a. Obtaining and Retaining State Certifications.

In accordance with the FLSA, if you are required to hold a state certification(s) as a requirement of your position, such as a Colorado EMT certification, you will not be compensated for the time you spend obtaining the continuing education necessary to maintain such certifications. The fact that you voluntarily choose to attend a continuing education course provided/sponsored by the District during your off-duty hours does not entitle you to compensation for attending the continuing education course.

b. Mandatory Meetings, Conferences and Training.

In general, your attendance at a meeting, conference or training will be considered mandatory, and you will be compensated for such attendance, if:

- i. You attend the meeting, conference or training during your regular work hours; or,
- ii. Your attendance is required by the District; or,
- iii. The meeting, conference or training is directly related to your job; or,
- iv. You perform any productive work during such attendance.

The time you actually spend in a mandatory meeting, conference or training will be treated as actual hours worked and compensated; time spent completing homework assigned by the instructor and which you are required to complete also will be treated as actual hours worked and compensated. Voluntary study time and other time spent outside the meeting, conference or training will not be treated as actual hours worked and will not be compensated. This rule applies regardless of the location, day, time or duration of the mandatory meeting, conference or training.

c. Voluntary Meetings, Conferences and Training.

The time you spend in a meeting, conference or training that is not required by the District, and which you attend for his/her own personal interests or benefit, will not be treated as actual hours worked and will not be compensated, regardless whether the District voluntarily chooses to pay or reimburse you for all or a portion of the meeting, conference or training, or related materials.

14. Travel Time.

a. Commute Time

You will not be paid for normal home-to-work and work-to-home travel, even when you are required to report to work at a location away from the District's offices or stations.

b. Travel While Working or to Attend A Mandatory Meeting, Conference or Training.

You will be paid for all travel time incurred in the course of performing your duties or in attending a mandatory meeting, conference or training, regardless where or when the travel occurs (excluding commute time, discussed above). If you will be taking public transportation (*i.e.*, bus, train or airplane), the travel time to and from the bus or train station, or airport, will be treated as commute time. All time spent on the public transportation will be considered actual hours worked and compensated.

c. Travel to Attend a Voluntary Meeting, Conference or Training

You will not be paid for travel time incurred in attending a voluntary meeting, conference or training, regardless where or when the travel occurs, and regardless whether the District provides/sponsors the training, or whether the District voluntarily chooses to pay or reimburse you for all or a portion of the meeting, conference or training, or related materials.

C. Reserve Benefits.

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

1. Stipends (Nominal Fees) for Reserves.

Reserves receive a monthly stipend in an amount established by the Board. The IRS considers the stipend to be taxable income. As a result, the District will make appropriate withholdings and deductions from the stipend, and issue a W-2 to the reserve. Support services members do not receive a stipend.

2. Educational and Training Expenses.

Reserves will receive training by the District during their probationary period. After successful completion of the probationary period you may be eligible to attend training and educational classes that have been pre-approved by the Training Division. You must submit a training or education request form signed by the ~~Division Chief~~**Battalion Chief of Training**. Educational and training expenses provided or reimbursed by the District must comply with the District's accountable plan policy and IRS regulations relating to education programs and expenses.

Section 7

RESERVE PROGRAM

On January 1, 2005, the District closed the Volunteer Firefighter Program to new members. Applicants after that date may be considered for the Reserve Firefighter Program.

A. General Eligibility Requirements.

Individuals who wish to apply for membership in the Reserve Program must meet the eligibility requirements outlined in any applicable position description and complete and submit the District's Reserve Firefighter application form to the District's administrative office.

B. Screening Process.

Each applicant must satisfactorily complete the screening process established by the District, which may include, but is not limited to, any of the following: applicant interview, background check, drug and alcohol test, review of DMV records.

C. Certifications and Qualifications.

An individual must be State certified at Firefighter I level or higher, and maintain this certification at all times while participating in the Reserve Program. An individual without the required certifications will be considered a candidate until they successfully complete the academy and becomes certified; however, the individual may be eligible to work shifts and respond to calls. While attending the academy and working under the direct supervision of District members, candidates may work shifts to gain knowledge and experience in District-specific tasks and operations, but may not engage in offensive firefighting operations. Upon successfully completing the Fire Academy class and obtaining the State Firefighter I certification, the applicant will be considered by the District for membership into the Reserve Programs. Upon acceptance into one of the programs, all individuals are considered members.

D. Reserve Programs.

1. Applicants.

If you (a) satisfy all eligibility requirements; (b) have successfully completed the screening process; and (c) possess the required certifications and qualifications, you will be interviewed by the Membership Committee. You will be ranked by the interview process and placed on an eligibility list. The District will then pull from that list based on current needs.

2. Probationary Period.

A newly appointed reserve is on probation until completion of the Probationary Member Task Book. You will receive an ID card and appropriate District apparel. During the probation period, you will have the opportunity to demonstrate and apply the knowledge, skills and abilities acquired. You must strictly comply with all requirements as specified in this Section, and all other provisions of this Handbook. You will participate in alarm responses, training and other District activities, subject to limitations prescribed for each type and level of certification.

3. Other Fire Department Affiliation.

An applicant affiliated with another fire department or fire district either as an employee or volunteer, must include with his/her applications a letter from the Fire Chief of the fire department or fire district authorizing his/her participation in the District's Reserve Program. If you currently are a District reserve and you become affiliated with another fire department or fire district as either an employee or a volunteer, you must within 30 days of such affiliation, obtain a letter from the Fire Chief of the fire department or fire district authorizing your continued participation in the District's Reserve Program.

4. ~~Monthly~~Quarterly~~Quarterly~~ Members Meetings.

All reserves are required to attend the ~~quarterly~~monthly members meetings in their entirety. Absences must be approved in advance by Fire Chief. Special announcements will be accomplished at these meetings.

5. Corrective Actions and Disciplinary Actions.

In addition to the causes for corrective action or discipline set forth in Sections 9 and 10 or elsewhere in this Handbook, reserves may be issued corrective actions, or disciplined, for failing to:

- a. Work required service hours, as evaluated monthly;
 - ~~b.~~—Attend mandatory training or meetings, including the ~~monthly~~quarterly meetings
 - b. discussed above;
- c. Pass required certification examinations, and maintain required certifications; and
- d. Maintain satisfactory performance.

6. Shift Scheduling.

The District provides an Internet site for the scheduling of shifts. Each reserve will be furnished a user name and password to access this schedule.

Shifts may only be scheduled in 12~~6~~ to 48 hour blocks, in 1~~2~~-hour increments. Shifts should be scheduled on the Internet schedule a minimum of 24 hours in advance. If you do not have Internet

access, you may schedule shifts by calling the on-duty personnel at Station 271 during normal

business hours to schedule the shift a minimum of 24 hours in advance. All shifts are on a first-come-first-serve basis. You must check the availability for night shifts with the shift Lieutenant. Final shift assignment will be at the discretion of the shift Lieutenant.

7. Shift Responsibilities.

While on duty, you are responsible for incident responses, reports, training, apparatus and vehicle checks, and cleaning assignments. During normal business hours (08:00 - 17:00) you may be expected to assist in Fire Prevention activities, pre-plan reviews, inspections, and/or other assignments by the shift Lieutenant. You must comply with the same uniform requirements imposed upon the District's line-employees.

At the beginning of your shift, a Lieutenant will perform a shift briefing with you.

8. Documentation of Shift Hours.

Shifts are documented by the Lieutenant using the District's scheduling software and the daily shift log.

9. Training.

You are required to complete a minimum of 36 hours of training each calendar year (January-December), both hands-on and online trainings will be available to you. Training materials and opportunities will be provided at all stations during stand-by periods and shifts in accordance with the training SOP's, and as approved by the training officer. Formalized training opportunities also will be scheduled monthly.

10. Leave of Absence/Special Considerations.

If you are experiencing a hardship in meeting the shift requirements, you must immediately discuss the hardship with your supervisor, or in his/her absence the ~~Fire Division~~ Chief. Hardships can include, but are not limited to, work hour or schedule considerations, work location considerations, job change considerations, educational considerations, family crises or health considerations, etc. Based on a review by the District's officers, special consideration may be given for short-term hardships. Special consideration is made on an individual-by-individual basis, at the discretion of the Fire Chief. Special consideration may include temporary reduction in percentage requirements, or other hardship accommodations. If you are in good standing, the Fire Chief may grant you a leave of absence for up to six months.

E. Response, Shift and Training Requirements.

1. Reserve Programs.

Reserves are required to perform a minimum of 36 shift hours per month. Failure to meet this requirement may result in disciplinary action, up to and including termination of your services to the District. In the event an emergency prevents you from performing all or a portion of a scheduled shift, you must notify the senior on-duty officer immediately.

~~In-District~~ Reserves may respond to major incidents from home. Hours served at a major incident may apply to the monthly shift requirement with the Fire Chief's approval.

2.. ~~In-District Requirements.~~

~~All in-District reserves are required to attend a minimum of 36 hours of District sponsored training per calendar year. All non-District sponsored training must be approved by the Training Division Chief. In each calendar month, all in-District reserves must attend either the Staff Meeting or the Members Meeting.~~

~~In-District Reserves will have three options for meeting their monthly requirements. These members can use one option or a combination of the three to achieve a total of 36 "points".~~

a. ~~Option #1 (12 points)~~

~~A member can sign up for and complete a 12-hour shift. The shift must be signed up for on the internet 24 hours in advance unless otherwise approved by the on-duty Lieutenant. Documentation of this option will be done by the internet and by the member signing the shift log and having the on-duty Lieutenant initial the log book.~~

b. ~~Option #2 (6 points)~~

~~A member can sign up for a 12-hour shift where they will be responding to the closest station from home. The member will be required to respond to the station on every call during the designated time. Once the member arrives at the station, they must call the incident commander and report as follows: "Command, Station 271 has one on standby". The shift must be signed up for on the internet 24 hours in advance unless otherwise approved by the on-duty Lieutenant. Documentation of this option will be done on the station log and department software by the On-Duty Lieutenant.~~

c. ~~Option #3 (2 points)~~

~~A member who is not on shift in any way can respond directly to the station on standby or directly to the call if they are going to be passing it on their way to a station. Documentation of this option will be done by the member making sure their name is put on the call log and the department software.~~

3. ~~Out-of-District Requirements~~

~~R~~Out-of-District reserves must work a minimum of 36 hours per month. They must be signed up for the shifts on the department software 24 hours in advance unless otherwise approved by the on duty Lieutenant.

~~R~~Out-of-District reserves must attend a minimum of 36 hours of department sponsored training per calendar year. All non-department sponsored training will need to be approved by the

~~Training Battalion Division~~ Chief. In each calendar month, all ~~R~~Out-of-District reserves must attend either the Staff Meeting) or the Members Meeting.

4. **Benefits**

Reserves will receive 48 hours a calendar year of personal time off to be used in place of shift hours. If a reserve member in good standing does not use this 48 hour of personal time off, it can be sold back to the district in 12 hour blocks in November each year.

54. **Penalties**

~~The District enforces a “three strikes” rule for all members. Failure to meet the minimum standards described above in one calendar month will result in one “strike”. A total of three “strikes” in one calendar year will result in the termination of a reserve member and the loss of that year’s pension service credit for a volunteer member.~~

If a reserve does not schedule the minimum monthly requirements, the hours will be deducted from their personal time off bank. If they exhaust their bank, they will receive a letter stating no time available. If in another month within the same calendar year they do not meet minimum monthly requirements, they will be recommended for termination.

65. **Lieutenant Duties**

~~The on duty Lieutenants must accomplish the following tasks before shift change:~~

- ~~a. — Make sure both sides of all call sheets have been filled out completely.~~
- ~~b. — Make sure all shift logs have been initialed.~~
- ~~c. — Ensure all checked out equipment has been returned~~
- ~~d. Ensure all RMS reports have been completed~~

F. Monthly Stipend for Reserves.

After your probation is completed, the District will provide a monthly stipend to reimburse your costs of travel for shifts. This amount is based on a minimum 36 hours of scheduled shift work per month.

Reserve members that work a minimum 72 hours of scheduled shift work AND attend 6 hours of documented department training will receive an increased stipend.

Section 8

SUPPORT SERVICES/WATER SUPPLY PROGRAMS

A. General Eligibility Requirements.

Individuals who wish to apply for membership in the Support Services Program must meet the eligibility requirements outlined in any applicable position description and complete and submit the District's Support Services Application form to the District's administrative office.

B. Screening Process.

Each applicant must satisfactorily complete the screening process established by the District, which may include, but is not limited to, any of the following: applicant interview, background check, drug and alcohol test, review of DMV records.

C. Medical Evaluation.

If the support services position for which the applicant has applied includes public safety duties, the applicant also must satisfactorily complete a medical evaluation after receiving the District's conditional acceptance into the Support Services Program.

D. Certifications and Qualifications.

All applicants must be qualified in the field they are applying for, whether through certifications, licenses, or experience. A support services member must maintain any applicable certification or license at all times while participating in the Support Services Program.

E. Support Services Program.

1. Applicants.

If you (a) satisfy all eligibility requirements; (b) have successfully completed the screening process; and (c) possess the required certifications and qualifications, you will be interviewed by the Membership Committee. You will be ranked by the interview process and placed on an eligibility list. The District will then pull from that list based on current needs.

2. **Probationary Period.**

You will be on probation for an initial period of six months from the date you are appointed by the Fire Chief until such time as you complete the probationary handbook or six months, whichever time period is greater. The Fire Chief may extend the probationary period up to an additional 180 days. You will receive an ID card and appropriate District apparel. During the probationary period, you will have the opportunity to demonstrate and apply the knowledge, skills and abilities that make you an asset to the District. You must strictly comply with the requirements of this Section 8, and all other provisions of the Handbook. You will participate in District activities, subject to any limitations established for a support services position. Upon successful completion of the probationary period, you will be accepted as a non-probationary District member.

3. **Other Fire Department Affiliation.**

An applicant affiliated with another fire department or fire district either as an employee or volunteer, must include with his/her application a letter from the Fire Chief of the fire department or fire district authorizing his/her participation in the District's Support Services Program. If you currently are a support services member and you become affiliated with another fire department or fire district as either an employee or a volunteer, you must within 30 days of such affiliation obtain a letter from the Fire Chief of the fire department or fire district authorizing your continued participation in the District's Support Services Program.

4. **QuarterlyMonthly Meetings.**

You are encouraged to attend the monthly membership meetings. Special announcements will be accomplished at these meetings.

5. **Corrective Actions and Disciplinary Actions.**

In addition to the causes for corrective action or discipline set forth in Sections 9 and 10 or elsewhere in this Handbook, you may be issued corrective actions, or disciplined, for failing to:

- a. Work required service hours, as evaluated quarterly;
- b. Attend mandatory training or meetings.
- c. Pass required certification/license examinations, or maintain required certifications or licenses; or
- d. Maintain satisfactory performance.

6. **Training.**

Some support services positions require training each calendar year (January-December) to continue to participate in the Support Services Program. Please refer to the job description for the specific support services position for the training requirements for that position.

7. Leave of Absence/Special Considerations.

The Fire Chief, in his/her discretion, may grant a support services member in good standing a leave of absence for up to six months. You must submit a written request for the leave of absence to the Fire Chief at least 5 business days before the date the leave would begin.

You must provide your support services as needed to support and enhance the fire and emergency medical services the District provides to the citizens and property it serves. There are a broad range of services within the umbrella of "Support Services" and therefore you must refer to the job description for your specific position for call attendance, training, and other specific requirements.

F. Support Services Members Do Not Receive Compensation

Under no circumstances will you receive "compensation" within the meaning of the FLSA. You shall at all times, and for all purposes, be a volunteer. You are not eligible to participate in the District's Volunteer Firefighter Pension Fund.

G. Reserves Ineligible for Support Services Positions

Support services positions are non-line positions. As a result, reserves are not eligible for support services positions.

Section 9

CORRECTIVE ACTIONS

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

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

The 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. Probation and/or an action plan may be imposed as part of a corrective action. In imposing a corrective action, the District may consider any prior corrective or disciplinary action imposed against you. While a corrective action is not a disciplinary action, it can form the basis for a disciplinary action. In accordance with the District's policy against progressive discipline, the District has no obligation to take corrective action before taking disciplinary action, up to and including termination.

B. Oral and Written Corrective Actions.

1. Oral Corrective Actions.

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

2. Written Corrective Actions.

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

3. Corrective Action Requirements.

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

C. Corrective Actions by the Fire Chief.

The Fire Chief may issue a corrective action to you at any time, using the procedures for oral and written corrective actions in Section 9(B) above. The Fire Chief's corrective action cannot be appealed to the Board.

D. Board Corrective Actions to the Fire Chief.

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

Section 10

DISCIPLINE AND TERMINATION

A. Discipline.

Discipline is an action taken against you for violating a supervisor's verbal/written order or direction, a District rule, or Applicable Law, which involves one or more of the actions described in Section 10(B)(1) below.

1. At Will Employment/Service; No Progressive Discipline

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

2. Reporting Violations.

You must report a violation of this Handbook or other District rule, Applicable Law, an SOP, or other alleged member misconduct to your supervisor or the Fire Chief.

3. When Discipline May Be Imposed.

Discipline may be imposed for violating any District rule, including but not limited to, violating this Handbook or an SOP, any Applicable Law; unsatisfactory or deficient performance of duties; or, misconduct.

4. Causes for Disciplinary Action.

Improper conduct, which may subject you to appropriate disciplinary action, up to and including termination, includes, but is not limited to, the following:

- a. Violation of this Handbook, the Standard Operating Guidelines or any other policy or procedure of the District.
- b. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a superior officer or supervisor.
- c. Violation of the District's anti-discrimination and/or workplace anti-violence policies.

- d. Unauthorized use or removal of property belonging to the District, other District members, or guests or persons served by the District.
- e. Violation of the District's conflict of interest rules and policies.
- f. Carelessness, negligence, or misuse of District property, whether or not resulting in injury to members, apparatus, or other property.
- g. Willful destruction of District property or the property of others.
- h. Falsification of, or material omission from, an employment or appointment application or any other District record.
- i. Violation of the District's drug and alcohol policy.
- j. Failure to perform assigned duties in a satisfactory manner.
- k. Unexcused absence.
- l. Leaving District premises, job site or incident scene without a legitimate reason, permission of the superior officer or supervisor, or proper relief during absence. For example, if a member becomes ill while on duty, he or she must notify his or her superior officer or supervisor prior to leaving.
- m. Violation of the District's tobacco policy.
- n. Disorderly conduct, including, but not limited to, gambling, verbal abuse, fighting, use of threats, intimidation, coercion, engaging in any activity that interferes with job performance or any other member's performance on the job, repeated use of abusive, obscene, indecent or profane language.
- o. Lack of courtesy to District guests, customers or other District members.
- p. Violation of the District's Hair and Dress Codes.
- q. Unauthorized long distance or personal telephone calls.
- r. Engaging in any criminal activity.
- s. Conviction of a felony or any crime involving moral turpitude.
- t. Major violations of Colorado driving laws, or loss or suspension of driver's license.
- u. Falsification, destruction, or unauthorized use of District records, reports, or other data or information belonging to the District.

- v. Failure to report violations of safety policies and procedures.
- w. Failure to properly use safety gear, clothing, or equipment.
- x. Violation of the District's Conflicts of Interest and Personal Gain Policies.
- y. Using District vehicles, equipment, or property for personal use.
- z. Repeated tardiness.
- aa. Abuse of sick leave.
- bb. Engaging in a Federal, State, county, or local political campaign during a member's working hours in a manner which violates Federal or State laws.
- cc. For a member who wears a District badge or other official District insignia or who bears District credentials as evidence of authority or identity, permitting such badge or insignia to be used or worn by any person or to otherwise grant permission without the express approval of the District Fire Chief.
- dd. Using badges or credentials for preferential treatment or personal gain.
- ee. Unauthorized use of District funds and/or credit cards.
- ff. Unauthorized release of information regarding the District, its members, guests or persons to whom it has rendered a service.

The foregoing list is not a comprehensive list of all the reasons for which you may be subject to disciplinary action, including but not limited to termination.

B. Discipline Procedure.

1. Notice of Recommended Discipline and Meeting.

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

- a. Probation;
- b. Action Plan;
- c. Suspension;
- d. Suspension without pay;
- e. Fine;

- f. Leave Reduction;
- g. Demotion; or
- h. Termination.

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

- a. A fine can be imposed against an FLSA exempt employee **only** for violations of a safety rule of major significance. An exempt employee cannot be fined to reimburse the District for lost or damaged District equipment or property;
- b. An FLSA exempt administrative employee can be suspended without pay for more than one work-week (no partial work-weeks) for any act or omission forming a basis for discipline under this Handbook, an SOP, any other District rule or Applicable Law;
- c. An FLSA exempt line-employee can be suspended without pay for more than one work period (no partial work periods) for any act or omission forming a basis for discipline under this Handbook, an SOP, any other District rule, or Applicable Law; and,
- d. An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the District's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

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

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 6 business days of receiving the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 6-day period due to unavailability, the meeting shall occur with you as soon as practicable. Before the meeting, you may submit a written response to the *Notice of Recommended Discipline* in accordance with Section 10(B)(2), below.

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

2. Written Response.

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

3. Supervisor's Recommendations to the Fire Chief.

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

4. Fire Chief's Decision on Recommendations Final.

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

5. Disciplinary Action by the Fire Chief.

The Fire Chief may, at any time, commence disciplinary action against you. The Fire Chief will provide you with a *Notice of Intended Discipline* that contains the information set forth in Section 10(B)(1), above. You must meet with the Fire Chief to discuss the discipline being considered. You may provide a written response as provided in Section 10(B)(2), above. The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue his/her decision within 10 business days of meeting with you, or as soon thereafter as practicable. The Fire Chief's decision will be the final decision of the District for all purposes. You must not attempt to appeal a disciplinary action directly to the Board under any circumstances. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

6. Personnel File.

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

7. Board Discipline of the Fire Chief.

The Board has the sole discretion with respect to imposing discipline against the Fire Chief. The Fire Chief is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Fire Chief's status as an at-will employee serving at the pleasure of the Board. The Board may place the Fire Chief on administrative leave, with or without pay, in its sole discretion, while the disciplinary action is pending. The Board will, to the extent practicable, in compliance with the Colorado Sunshine Law, and its ability to schedule regular or special meetings, follow the

procedures contained in Section 10(B), above. The Fire Chief and the Board will meet to discuss the discipline being considered. The Fire Chief may submit a written response, which must be submitted to the Board members at least 24 hours before the meeting. The Board will issue its final decision on the discipline as soon after the meeting as reasonably practicable.

C. Termination Due to Job Elimination.

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

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

The Fire Chief, on his/her own initiative or upon a supervisor's recommendation, may terminate you for other than discipline or job elimination, where the Fire Chief finds it is in the best interests of the District, its members and/or the citizens and property it serves, including your goals and needs are inconsistent with the District's goals and needs, you are 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 10(B), above.

Section 11

DISPUTE RESOLUTION PROCEDURES

A. Scope.

This Section 11 does not apply to any aspect of any corrective action, disciplinary action or termination of employment/service, or any personnel decision relating to payroll, appointment, hiring, promotion, or performance reviews, or any action a member perceives as illegal discrimination, harassment, or retaliation. Such matters should be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Handbook.

B. Informal Problem Resolution.

You must first address the supervisor or other member with whom you have the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, you may utilize the dispute resolution procedures set forth in Section 11(C), below.

C. Dispute Resolution Procedures.

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

1. You must submit your written dispute within 6 business days of the issue or event that is the reason for the dispute. The written dispute must be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief, the sealed envelope must be marked "Confidential Dispute Resolution for the Fire Chief." If the dispute is being submitted to the Board, then the sealed envelope must be marked "Confidential – Dispute Resolution for the Board President." In either case, the sealed envelope must be delivered to the administrative office.
2. The written dispute must, at a minimum, state the following:
 - a. The date of the disputed issue or event, and the date you submitted the written dispute;
 - b. Your name;
 - c. A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps you took to resolve the dispute on an informal basis;

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

3. If the dispute is submitted to the Fire Chief, he/she will advise you 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 you must not attempt to appeal it to the Board.

If the dispute is submitted to the Board President, the Board can take whatever action it deems appropriate given the circumstances, which may include appointing a two-member committee or reviewing it as a Board. The Board or its designee will notify the Fire Chief of the dispute and provide the Fire Chief the opportunity to provide a written response. The Board or its designees may conduct such investigation as it deems appropriate under the circumstances, including hiring an outside investigator. The Board or its designees will issue a written decision as soon as practicable. The Board (or its designee's) decision is final, and you may not appeal it.

Section 12

MEMBER ACKNOWLEDGMENT

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

APPENDIX A

MEMBER ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the January 1, 2021 Member Handbook of the Elizabeth Fire Protection District ("District"), and that the Handbook and any subsequent amendments supersede all prior District rules, policies, procedures and benefits dealing with similar subject matter.

I understand the District Board of Directors has the right to change the District rules, policies, procedures and benefits at any time without notice, subject only to Applicable Law.

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

Printed Name

Signature

Date

APPENDIX B

AGREEMENT FOR AUTHORIZED PAYROLL DEDUCTIONS

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

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

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

Elizabeth Fire Protection District

Employee

By: _____

Date

Date

APPENDIX C

MILITARY LEAVE AGREEMENT

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

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

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

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

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

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

Dated this ____ day of _____, 20__.

ELIZABETH FIRE PROTECTION DISTRICT

By: _____

Title: _____

EMPLOYEE
