

EATON FIRE PROTECTION DISTRICT

Personnel Handbook

Effective: June 1, 2012

First Amendment:

Second Amendment:

EATON FIRE PROTECTION DISTRICT PERSONNEL HANDBOOK

**EFFECTIVE:
June 1, 2012**

IMPORTANT

THIS HANDBOOK SETS FORTH THE RULES, POLICIES, PROCEDURES, AND BENEFITS FOR THE EATON FIRE PROTECTION DISTRICT ("EFPD"), AND IS INTENDED TO ASSIST EFPD MEMBERS IN THE CONDUCT OF EFPD BUSINESS.

THE BOARD OF DIRECTORS OF EFPD HAS THE RIGHT TO CHANGE THE RULES, POLICIES, PROCEDURES AND BENEFITS OF EFPD AT ANY TIME, IN ITS SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF FEDERAL OR STATE LAW.

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF June 1, 2012 AND SUPERSEDE ALL PREVIOUS EFPD RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

EACH EMPLOYEE OF EFPD IS AN "AT WILL" EMPLOYEE UNLESS ENTERED INTO A WRITTEN CONTRACT DESCRIBING EMPLOYMENT CONDITIONS FOR A SPECIFIED PERIOD OF TIME.

THE RULES, POLICIES AND PROCEDURES SET FORTH IN THIS HANDBOOK APPLY TO ALL EMPLOYEES AND, EXCEPT WHERE EXPRESSLY EXCLUDED, TO ALL VOLUNTEERS OF EFPD. **THIS HANDBOOK DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS HANDBOOK, ANY REPRESENTATIONS CONTAINED IN ANY EMPLOYMENT OR SERVICE APPLICATIONS, EFPD FORMS, OR OTHER EFPD DOCUMENTS, OR ANY STATEMENTS MADE BY ANY AGENT OR MEMBER OF EFPD, ANY MEMBER MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE, AND IN THE SOLE DISCRETION OF EFPD, SUBJECT ONLY TO THE APPLICABLE REQUIREMENTS OF STATE OR FEDERAL LAW.**

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Section 1

GOALS, PURPOSES AND DEFINITIONS

A. Goals and Purposes.

EFPD is a quasi-municipal public entity created by and existing pursuant to Colorado Revised Statutes, Section 32-1-101, et seq. (the "Special District Act"). EFPD provides fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness and emergency medical services to the citizens of EFPD, persons who may be conducting business in or traveling through EFPD, and persons in areas outside EFPD as reasonably appropriate and to the extent allowed by law. Through the provision of these services, EFPD's goals and purposes are to 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, which is developed by EFPD's Board of Directors, is intended to implement and promote the goals and purposes of EFPD and shall be applied and interpreted accordingly.

B. Member's Responsibility to Know, Understand and Comply With This Handbook, and All Other Rules, Policies and Guidelines of EFPD.

All members of EFPD are responsible for knowing, understanding and complying with this Handbook, EFPD's Standard Operating Guidelines, any other rules, policies and procedures of EFPD, and the written and oral orders and instructions of supervisors. The fact that the member may also be a member of any other organization does not in any manner relieve the member of the obligation to comply fully with this Handbook. If a member has any questions or concerns about any rule, policy or procedure, the member must ask his or her supervisor for clarification before taking any action that could be deemed a violation of the rule, policy or procedure in question. Every member is responsible for acknowledging in writing that he or she has read and understands this Handbook by signing the form attached at the end of this Personnel Handbook and returning it to the Fire Chief, or his or her designee. All members are responsible for knowing, understanding, and complying with all Federal, State, and local laws governing their conduct as members of the District.

C. Definitions.

1. **Administrative Leave.** The temporary removal of a member from duty, which may be ordered by the Fire Chief.
2. **Administrative Staff.** Members employed in or appointed to clerical or administrative positions not related to public safety.

3. **Appeal.** A written request by a member for the review of an action pursuant to the procedures set forth in this Handbook.
4. **Applicant.** (1) A person who has filed an application for original hire, volunteer service or promotion to a position; (2) In the case of dispute resolution, the term "applicant" refers to the member filing the request for resolution of a dispute.
5. **Board.** The Board of Directors of EFPD, which acts as the governing body of EFPD pursuant to Colorado law.
6. **Eaton Fire Protection District Premises.** Eaton Fire Protection District Premises includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places, and all apparatus, vehicles and equipment owned, leased or managed by EFPD.
7. **EFPD or District.** The legal entity known as the Eaton Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado and, as such, a unit of local government.
8. **Chain of Command.** The organizational structure of EFPD, consisting of each succeeding higher rank and supervision of a member by the member's immediate supervisor.
9. **Controlled Substance.** Any substance defined as a controlled substance in the Colorado Revised Statutes, Section 12-22-303, as may be amended from time to time.
10. **Corrective Action.** An action taken pursuant to Section 8 of this Handbook, which is intended to notify a member of conduct that is not in conformance with EFPD's rules, policies or procedures, or otherwise is inappropriate or deficient, so that the member can promptly take appropriate action to insure that such conduct does not occur again. A corrective action is not a disciplinary action.
11. **Day.** A day constitutes either one twelve/ten/eight-hour shift for non-line employees, and one twelve-hour shift or one twenty-four hour shift for line-employees.
12. **Demotion.** A change in the status of a member to any lower classification or rank.
13. **Dispute Resolution.** The procedure established for review of specified actions of EFPD in accordance with this Handbook.
14. **Duty.** A member's actual required performance of any function related to the goals and purposes of EFPD. A member is on duty when present and working on an assigned shift. A member is also on duty when he or she arrives at the scene of an

emergency incident in accordance with the Standard Operating Guidelines. Members are on duty until excused by a supervisor. Voluntary participation in an educational program is not being on duty.

15. **Emergency.** Any unforeseen event capable of, or actually causing, property damage, personal injury or loss of life.
16. **Employee.** Any individual employed by EFPD on either a paid full-time or part-time basis.
17. **Fine.** With respect to non-exempt employees, a monetary payment by a non-exempt employee to EFPD or any deduction from the pay of a non-exempt employee as a result of a disciplinary action. With respect to exempt employees, monetary payment by an exempt employee to EFPD or any deduction from the salary of an exempt employee as discipline for violation of a major safety rule.
18. **Fire Chief.** The Fire Chief of EFPD, appointed by, serving at the pleasure of, and acting under the direction of, the Board of Directors of EFPD.
19. **Grievance.** Any complaint or objection a member has with respect to an action by a supervisor or by the Board, except complaints about or objections to a disciplinary action or corrective action against the member.
20. **Illegal Drugs.** Illegal drugs means the substances whose use or possession is controlled by Federal law but that are not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)
21. **Line-Employees.** Employees of EFPD who are involved directly in fire protection (suppression) activities and/or emergency medical services.
22. **Line-Members.** Employees and volunteers of EFPD who are involved directly in fire protection (suppression) activities and/or emergency medical services.
23. **Line-Volunteers.** Volunteers of EFPD who are involved directly in fire protection (suppression) activities and/or emergency medical services.
24. **May.** Optional. Not required. Contrast with "shall."
25. **Member.** A paid employee of EFPD, or a volunteer or other individual who voluntarily provides services to EFPD without compensation.
26. **Non-line Employees.** Employees of EFPD who are not employed directly in fire protection (suppression) activities or emergency medical services.

27. **Officer.** A member who serves as a Lieutenant, Captain, Division – Assistant - Deputy Chief, or Fire Chief.
28. **Part-time Employee.** An employee of EFPD who works 36 hours or less per week on a regular basis and who is not eligible to receive any fringe benefits other than workers' compensation and, if qualified, Family and Medical Leave.
29. **Personnel Officer.** A member appointed by the Fire Chief to administer and conduct hiring and promotional assessments.
30. **Probation.** A period immediately following an original hire or appointment, or promotion, during which a member is expected to demonstrate his or her fitness, by actual performance, for the position. The fact that a member successfully completes his or her probation does not change his or her at-will status; nor does the probationary period create any right of continued employment or service during the probationary period.
31. **Promotion.** A change in the status of a member to a higher classification or rank.
32. **Refuse to Cooperate.** To obstruct the collection or testing process, to submit an altered, adulterated or substitute sample or fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure.
33. **Reserve.** An individual employed as a part-time, line-employee of EFPD; primarily to staff weekend daytime shifts.
34. **Resignation.** A member's voluntary separation from EFPD other than by termination or retirement.
35. **Retirement.** A member's voluntary separation from EFPD as provided in EFPD's Pension Rules.
36. **Shall, Must, Should and May.** "Shall" and "Must" mean mandatory; "should" means advisable; and "may" means permissible.
37. **Shift.** For line-employees, a shift is either a 12-hour period, or a 24-hour period beginning on one calendar day and ending on the following calendar day. For line-volunteers, a shift is a minimum of 12 hours, beginning on one calendar day and ending on the same day or the following calendar day. For non-line employees, a shift is either an 8-hour period or a 10-hour period beginning and ending on the same calendar day. The Fire Chief shall have the discretion to alter the beginning and end of the shift.
38. **Social Media.** Any use of computer based, or personal device which is used to capture and/or disseminate information, photography, or any digital image.

39. **Stipend.** An amount paid to qualified volunteers to reimburse them for expenses incurred in providing volunteer services to EFPD.
40. **Suspension.** Removal of a member from duty by the Fire Chief or his or her designee. Suspensions may be with or without pay for employees, at the sole discretion of the Fire Chief or his or her designee, except that suspensions without pay of less than one day cannot be imposed on exempt employees.
41. **Temporary Employee.** A paid individual who has been hired for a period of time on a full or part-time basis, not to exceed 1,560 hours in a calendar year.
42. **Under the Influence of Alcohol.** Under the influence of alcohol means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a member, director, or third party to conclude that a member is impaired because of alcohol use.
43. **Under the Influence of Drugs.** Under the influence of drugs means a confirmed positive test result for illegal drugs or controlled substances, or actions, appearance, speech or bodily odors that reasonably cause a member, director, or third party to conclude that a member is impaired because of illegal drug use.
44. **Volunteer.** An individual who provides voluntary services to EFPD without compensation.
45. **Wild Land Callouts.** State or Federal wild land callouts are not within a volunteer's normal responsibilities; however EFPD will permit qualified volunteers to go on State or Federal wild land callouts. For purposes of calculating a volunteer's pension credit, when the volunteer chooses to receive compensation for wild land callouts EFPD will adjust the volunteer's anniversary date forward by the number of days for which the volunteer received compensation for wild land callouts. When the volunteer chooses not to receive compensation for this service, no adjustments to the volunteer's anniversary date will be made. For purposes of this definition, "anniversary date" shall mean the date the volunteer was appointed as a volunteer of EFPD.
46. **Work Period.** The time period adopted by EFPD for the purpose of calculating and paying overtime to line-employees. **EFPD's work periods are 1st of month thru 15th of month and 16th of month thru last day of month.**

Section 2

GENERAL STATEMENTS AND POLICIES

A. Member's Responsibility to Use Good Judgment.

An effort has been made to have this Handbook cover, either in a specific or general way, as many of the responsibilities, obligations, duties and general conduct of EFPD members as possible. Whenever a rule, policy or procedure applies, it must be followed; however, there will be times when there is no rule, policy or procedure directly covering a situation encountered by a member. When there is no rule, policy or procedure to guide the member's conduct, the member shall inquire of his or her supervisor regarding how to proceed, if time permits. If time does not permit asking his or her supervisor, the member shall use good judgment (i.e., "do what is right, and do it the right way").

B. Harmonization of All Rules, Policies and Guidelines.

No one rule, policy or procedure contained in this Handbook shall be applied to a situation in a manner that causes any other rule, policy or procedure of EFPD to be ignored or violated. Every effort should be made to harmonize and reconcile all rules, policies and guidelines relevant to the situation so that the member's actions and conduct do not violate any portion of this Handbook, or any other rule, policy or procedure of EFPD.

C. Standard Operating Guidelines.

This Handbook may be supplemented by Standard Operating Guidelines issued by the Fire Chief, or the Fire Chief's designee(s), as the Chief Executive Officer of EFPD. The Standard Operating Guidelines enable the Fire Chief to administer EFPD in an efficient manner consistent with the authority granted the Fire Chief by the Board of Directors and Colorado law, and to implement the policies embodied in the minutes of the Board of Directors meetings and this Handbook. The Standard Operating Guidelines may be applicable to EFPD as a whole, to a division, or to a specific project of EFPD; may establish a principle, policy, procedure, rule or standard concerning a given subject or topic; and may be effective permanently or until revoked or altered by subsequent Standard Operating Guidelines or order. In the event of a conflict between this Handbook and a Standard Operating Guideline, this Handbook shall control.

D. Emergency Suspension of Rules, Policies and Guidelines.

Any EFPD rule, policy, or guideline may be suspended or modified by the Board, the Fire Chief, or the Fire Chief's designee, to meet the demand of an emergency operation.

E. Effective Date.

This Handbook is Effective June 1, 2012. All former rules, policies, guidelines and benefits not contained in this Handbook are repealed as of the effective date of this Handbook. This repeal, however, shall not affect any disciplinary, corrective or other action begun or taken prior to the effective date of this Handbook.

F. Amendments and Additional Rules, Policies and Procedures.

EFPD Board may amend this Handbook from time to time, as it deems appropriate. Amendments may be incorporated from time to time in any printed copies of this Handbook. Regardless of whether an amendment is physically incorporated into this Handbook, it shall take effect immediately upon adoption by the Board unless otherwise indicated by Board resolution or motion. The Board designates that the Fire Chief may from time to time implement and supplement this Handbook through other written rules, policies or procedures, and written or oral directives.

G. No Contractual Rights - At Will Employment.

This Handbook is not intended and shall not be construed to grant contractual rights to any member or third party. This Handbook applies to all members and does not constitute a contract of employment or service or a part thereof, either express or implied. Notwithstanding any statement to the contrary in this Handbook, any representations contained in any employment or service applications, EFPD forms, or other EFPD documents, or any statements made by any agent of EFPD, any member may be terminated at any time, without cause, subject only to the applicable requirements of State and/or Federal law.

H. EFPD Safety Policy.

It is the District's intent to provide safe working conditions for its members. Each member is responsible for his or her performance and adherence to EFPD's safety rules. Each member is responsible for immediately correcting and/or reporting unsafe conditions. EFPD strives to provide a safe and healthy working environment, to abide by all applicable regulations, to communicate its commitment to safety, to correct unsafe conditions in an expedient manner and to require from each member a shared unqualified commitment to safety.

All members shall maintain complete familiarity with and at all times obey all safety rules adopted by EFPD and all applicable State and Federal safety rules. All members shall attend all safety meetings, equipment demonstrations, workshops, and other safety or health programs as may be required by EFPD. A member shall contact his or her supervisor immediately if the member has a question or is unclear regarding the meaning or application of any safety rule. Disregard of one's own safety or the safety of others is grounds for corrective or disciplinary action, including termination.

The Training Division serves as the Safety Officer for the District, and works with the EFPD Safety Committee to promote a safe workplace and to generate and implement a sound safety

policy. Guidelines promoting a safe workplace are set forth in the EFPD's Standard Operating Guidelines.

Section 3

COMMAND STRUCTURE AND SCOPE

A. Chain of Command.

All members shall honor and live by EFPD's chain of command or any incident command system implemented in a mutual aid response. No chain of command of any volunteer or fraternal organization shall be recognized or followed by EFPD or any of its members for the purpose of performing their duties and responsibilities on behalf of EFPD. Nothing in this Handbook is intended to prevent EFPD members from belonging to, or holding rank in, any trade or fraternal organization. However, no rank or designation of office or position, in any trade or fraternal organization shall be recognized by EFPD or any of its members while performing their duties on behalf of EFPD.

B. Orders by Supervisors.

Each member shall perform lawful duties required and ordered by a supervisor in the member's chain of command. If a member is requested or ordered to perform an act the member reasonably believes is illegal or unsafe, the member shall immediately report his or her belief to the supervisor issuing the order or request before acting.

If a supervisor's order is contrary to any order previously given by another supervisor, the member receiving the order shall notify the supervisor who issued the conflicting order and abide by the decision of that supervisor.

C. Behavior Toward Officers.

Officers, including those in an acting officer capacity, are to be accorded the respect and privilege due their position. All subordinate members should address officers by their rank or position designation (i.e., Lieutenant, Captain, Chief, etc.). Officers addressing each other on first name basis is acceptable practice. Respectful slang terms to identify officers is acceptable practice (i.e., LT, Cap, Boss.).

D. Command Structure.

The chain of command shall be Fire Chief, Deputy Chief, Assistant Chief, Division Chief, Captains, Lieutenants, Engineers, Firefighter, Probationary Firefighter.

**EATON FIRE PROTECTION DISTRICT FIRE
COMMAND STRUCTURE ORGANIZATION CHART**

Section 4

EMPLOYMENT AND SERVICE POLICIES

A. Equal Employment and Service Opportunity.

EFPD provides equal employment and service opportunities to all members and applicants without regard to race, creed, color, sexual orientation, religion, sex, national origin, ancestry, age, disability, marital status, military status or veteran status. This policy applies to all terms and conditions of employment and service, including, but not limited to, hiring, placement, promotion, termination, lay-off, leaves of absence, compensation, and training.

B. Harassment and Discrimination Prohibited - Generally.

EFPD expressly prohibits any form of unlawful member harassment or discrimination based on race, creed, color, sexual orientation, religion, sex, national origin, ancestry, age, disability, veteran status, marital status, military status, or status in any other group protected by federal, state, or local law. Improper harassment or discrimination that interferes with the ability of a member to perform his/her duties will not be tolerated. EFPD also prohibits any member from illegally harassing or discriminating against any third party while on duty, or while in any manner representing EFPD in any capacity.

C. Sexual Harassment Prohibited.

EFPD strictly prohibits sexual harassment. No one at EFPD, including directors, officers, supervisors, superior officers, employees, vendors, volunteers, reserves or any other person, may make unwelcome sexual advances or requests for sexual favors, or engage in any other unwelcome verbal or physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation, 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 such conduct is a condition of employment or service, or will be used for the basis of any employment or service decision, including, but not limited to, hiring, firing, performance appraisals, salary, benefits, position, job transfers, or any other decision affecting any term or condition of employment or service with EFPD (all such conduct is defined in this policy as "sexual harassment").

EFPD does not tolerate sexual harassment in any form. No member or applicant should be subjected to unwelcome sexual requests or insulting behavior or language based on gender or an individual's sexual orientation. No member or applicant should be led to believe that any employment or service opportunity or benefit will in any way depend on his or her cooperation

with sexual demands or that he or she must tolerate an offensive sexual environment.

All members shall conduct themselves in a professional and business-like manner at all times and shall refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to (1) sexually implicit or explicit communications whether in written form, such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing, or oral form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life or sexual orientation, or repeated unwanted requests for dates, and (2) physical gestures and other non-verbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massages, brushing up against another's body.

All members having supervisory responsibilities are accountable for the effective administration of this policy. Members who believe they have been sexually harassed, or who have observed sexual harassment shall promptly report it in accordance with the procedures set forth below.

D. Procedure for Reporting Harassment or Discriminatory Treatment.

1. Mandatory Reporting.

Any unwelcome behavior to which a member is subjected, or observes, and which a member considers to be unlawful harassment, sexual or otherwise, or which a member believes constitutes illegal discrimination, must be reported to the member's supervisor immediately. If the unwelcome behavior which the member considers to be illegal harassment or discrimination involves the member's supervisor, the member shall report his or her concern immediately to the next level supervisor in the member's chain of command. If the report concerns sexual harassment, the member may request that a person of the same gender be designated to receive the report from the member. If the member is uncomfortable reporting the harassment or discrimination to any supervisor in his or her chain of command, the member may report the harassment or discrimination directly to the Fire Chief. If the illegal harassment or discrimination involves the Fire Chief or a member of the Board, the member may report the harassment or discrimination to the President of the Board. If the illegal harassment or discrimination involves the President of the Board, the member may report it to another Board member or EFPD's legal counsel. A member receiving a report of harassment or discrimination shall, without reporting it through the chain of command, report it directly to the Fire Chief, or if the complaint involves the Fire Chief, to the Board President, or if the complaint involves the Board President, to another Board member or EFPD's legal counsel. No member shall be subjected to retaliatory action as a result of reporting conduct the member considers to be illegal harassment or discrimination.

2. Confidentiality.

Information concerning a member's claim of illegal harassment or discrimination shall be treated confidentially and disclosed only to those with a "need to know."

3. Investigation.

Once a complaint of illegal harassment or discrimination has been reported, the complaint will be promptly investigated by the Fire Chief, or other person(s) designated by the Fire Chief. If the complaint of illegal harassment or discrimination involves the Fire Chief, the investigation will be conducted by a committee of Board members, an outside human resources consultant or in such other manner as the Board may deem appropriate, in its sole discretion. If the complaint of illegal harassment or discrimination involves a Board member, an outside human resources consultant will conduct the investigation. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation. No member shall be subjected to retaliatory action as a result of cooperating with, or participating in, any investigation.

4. Resolution.

After the facts have been determined, both the member who brought the complaint and the individual accused of illegal harassment or discrimination will be advised of the results of the investigation. If the investigation substantiates the complaint, appropriate action will be taken.

E. Pregnancy and Related Medical Conditions.

It is EFPD's policy to treat pregnant members the same as all other members of EFPD. EFPD shall not exclude from employment or service any applicant, employee, or volunteer 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, shall be treated the same as disabilities caused or contributed to by other medical conditions. The commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, sick leave, and payment under EFPD's health and disability insurance shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities.

As with any other member, a member who is pregnant shall be permitted to work as long as the member can perform the essential functions of the job. If a pregnant member is unable to perform the essential functions of the job, EFPD shall treat that member in the same manner as it treats other temporarily disabled members. Specifically, if the attending physician determines that the pregnant member may continue to work on modified duty, EFPD may, but is not required to, assign the member to modified duty, or the pregnant member may be eligible for family and medical leave, sick leave, or personal leave, depending upon the specific circumstances.

In order to ensure that 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, EFPD shall require the pregnant line-member to provide medical certification from her physician, on a regular basis, but no less than every 30 days, and more frequently during the later stages of pregnancy, that the line-member is capable of fully

performing the essential functions of the job. If at any time the pregnant line-member's physician advises EFPD that she is not capable of fully performing the essential functions of the job, EFPD may require the pregnant line-member to accept a temporary reassignment to a non-line position, or to take a leave of absence (either through FMLA leave, or personal leave, as may be appropriate under the circumstances). The line-member may be required to submit a physician's statement that she is fit for duty before returning to her regular line position in accordance with the provisions of Section 6(O)(9).

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

1. Generally.

It is the policy and practice of EFPD to comply with the Americans With Disabilities Act and all applicable State and local laws providing for non-discrimination in employment against qualified individuals with disabilities. EFPD also provides reasonable accommodation for such individuals in accordance with these laws.

2. Procedure for Members to Request Accommodation.

Qualified individuals with disabilities may make requests for reasonable accommodation(s) to the Fire Chief, or his or her designee. All such requests shall be in writing. Upon receipt of an accommodation request, the Fire Chief, or his or her designee, shall meet with the requesting individual to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) that EFPD might make to help overcome those limitation(s). The Fire Chief, or his or her designee, and, if necessary, other representatives of EFPD 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, deductions, and outside funding, EFPD's overall financial resources and organization, and the accommodation's impact on the operation of EFPD, including its impact on the ability of other members to perform their duties and on EFPD's ability to conduct its business and fulfill its goals and purpose. The Fire Chief, or his or her designee, will inform the member of his or her decision on the accommodation request in a reasonable period of time. No individual shall be retaliated against for requesting accommodation(s) of a disability.

G. Diversity Training.

In an effort to foster an atmosphere free from illegal harassment or discrimination, either intentional or unintentional, all members of EFPD are required to attend a class on Diversity in the Workplace, or equivalent, every two years. EFPD will, to the extent possible, offer yearly classes that meet the requirements; however, a member may substitute an outside class that is substantially the same in content. If an outside class is to be substituted for this requirement, the member must submit a written request to the Fire Chief and include a syllabus or summary of the course in question to determine suitability.

H. No Absolute Right of Work Stoppage or Slowdown.

The lack of fire or emergency services results in loss and devastation. EFPD members' commitment to public service and professional ethics requires that they carry out assignments as directed. For these reasons, and in accordance with Federal and State law, EFPD members do not have the absolute right to engage in any work stoppage or slowdown, nor do they have the absolute right to refuse to work for any reason. EFPD may impose appropriate corrective or disciplinary action upon a member who engages in, or attempts to engage in, such conduct, to the extent the member's conduct is not allowed by law.

I. Records of Exceptional Performance.

It is EFPD's policy to recognize members for exceptional performance. "Exceptional performance" is any action taken beyond a member's normal duties and responsibilities. Members should refer to the Standard Operating Guidelines for additional information and direct any questions concerning EFPD's exceptional performance policy to the Fire Chief.

J. Personnel Records.

EFPD maintains a personnel file for each member. Personnel files are kept in a locked, secure place to which only the Fire Chief and his or her designees have access. Other EFPD personnel also may have access to the personnel files on a need-to-know basis, with the prior approval of the Fire Chief. A member may review his or her personnel file in the presence of the Fire Chief, or his or her designee at such reasonable time as the Fire Chief or the designee may designate. No material may be removed from a personnel file. This rule shall not prohibit the disclosure of information in the member's personnel file insofar as such disclosure is required by court or administrative order or applicable law. For purposes of this provision, a member's telephone numbers and addresses are not considered confidential information and may be released by EFPD to other EFPD members (e.g., as part of a Christmas card list) unless the member directs, in writing, that EFPD not release this information. Regardless of whether a member requests that his or her telephone number or address not be disclosed to other members on an informal basis, any supervisor of the member who needs to know the member's address or telephone number for business purposes will have access to the information. General information concerning a member's employment or service with EFPD also may be released to other persons or entities in the normal and usual course of business and for employment or service purposes.

Members are responsible for immediately notifying EFPD of any change in address, telephone number, marital status, or military status, change of the name or telephone number of the person to be notified in case of emergency, and any change in insurance records. Members are responsible for providing EFPD with records concerning any licenses or certificates required for the performance of their duties, as well as any documents showing that education or training required for the position has been completed; these documents shall be maintained in the member's training file under the supervision of the EFPD training division.

K. Hiring and Promotion of Members to New Positions.

It is the policy of EFPD to hire and promote from within when doing so is reasonable in the discretion of the Fire Chief, or the EFPD Board as to the Fire Chief. All qualified members are potential candidates for hire or promotion. Available jobs will be announced by posting on EFPD bulletin boards, emails/pagers or website. A member must submit a formal written application to the Fire Chief to be considered for a position. Hire or promotion to a new position will be based on demonstrated performance in the current position, as well as knowledge, qualifications, skills, experience and training with respect to the position for which an application is made.

A volunteer hired as an employee must meet all of EFPD'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 of employment as appropriate in the sole discretion of the Fire Chief. The Fair Labor Standards Act prohibits an employee from providing the same services to EFPD on a volunteer basis without being compensated. As a result, EFPD does not permit an employee also to serve as a volunteer, where the services provided would be substantially the same services as the individual provides to EFPD as an employee.

The Fire Chief has sole discretion in the selection of applicants for hire or promotion for all positions below the rank of Fire Chief, subject to this Handbook and any applicable State and Federal laws. As such, the Fire Chief will announce the results of all hiring processes, promotions, and grade changes for career members. When a member accepts a promotion but subsequently is not able to perform the tasks of the new position, the member is not guaranteed an alternative position or continuing employment or service with EFPD.

L. Reference Inquiries.

EFPD does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries about former members from prospective employers or volunteer organizations, it is the policy of EFPD to give only dates of service/employment, position(s) held, and for employees last salary earned. EFPD will not answer any specific questions, nor will it give references, with respect to former members.

M. Workplace Anti-Violence Policy.

EFPD's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, unauthorized carrying of weapons onto EFPD's property, or any other act which, in EFPD's opinion, is inappropriate in the workplace. EFPD maintains a "zero tolerance" policy against violence in the workplace. This policy applies to all EFPD members, vendors or guests while on EFPD property or while conducting EFPD business.

The use of EFPD property such as the telephones, fax machines, e-mail, and computers in a physically threatening, intimidating or violent manner is prohibited. Nor shall any EFPD member bring a weapon onto EFPD property at any time. For purposes of this policy a "weapon" shall

include firearms of any type, whether loaded or unloaded, or any other object that is designed, or which a reasonable person could conclude the possessor intends to use, to inflict serious bodily injury or death upon another individual. The term "weapon" shall include knives; however, the prohibition against bringing knives shall not apply to knives which members routinely carry to assist them in the performance of their duties, unless a knife is brought onto EFPD property with the intent to cause serious bodily injury or death. The prohibition against weapons does not apply to a firearm or other type of weapon brought onto EFPD's property by, or in the possession of, a EFPD member who is authorized by State law to carry a concealed weapon, or is required to carry such weapon in the performance of his or her duties for EFPD, or to a licensed law enforcement officer.

Members, vendors or visitors who feel they have been subjected to workplace violence, or who have knowledge regarding an individual who has engaged in workplace violence, shall immediately report the incident to the Fire Chief or his or her designee. If a member believes there is an immediate threat to the health or safety of the member or any other individual, or to EFPD property, the member should immediately call 911. EFPD will investigate all reports of workplace violence, and take such action as EFPD deems appropriate. Any EFPD member who engages in workplace violence may be subjected to discipline, up to and including immediate termination. EFPD may also report any incident of workplace violence to the appropriate law enforcement agency. Retaliation against a EFPD member for making a complaint, or participating in the investigation of a complaint, of workplace violence shall not be tolerated.

N. Communications Systems.

During their employment or service, members may have access to the EFPD computer, internet and messaging systems through personal desktop and laptop computers, telephones, pagers, cellular phones, radios and the local area network (collectively, "Communications Systems"). Documents or files created on the EFPD's Communications Systems are the property of the EFPD. All information regarding access to the EFPD's Communications Systems such as user identifications, modem phone numbers, modem access codes, and passwords, is confidential and may not be disclosed to non-members. Notwithstanding the foregoing, outside contractors, such as computer information technology consultants, may be granted permission to access the Communications Systems as necessary to perform their services for EFPD. Use of EFPD's communications systems shall be in accordance with EFPD's Standard Operating Guidelines.

All computer files, documents, and software created or stored on the EFPD's Communications Systems are subject to review and inspection at any time. In this regard, members should not assume that any such information is confidential, including e-mail and voice mail.

The EFPD has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication and federal copyright protection. Each member who uses the EFPD's computer resources assumes the responsibilities listed below:

1. Only software that has been authorized and purchased by the EFPD should be used on any EFPD computer. Personal software may contain computer viruses which could be potentially damaging to the EFPD's systems and databases.

2. EFPD or vendor software and software manuals should not be duplicated or reproduced in any manner. Such actions are in violation of license agreements that the EFPD and its members are obligated to abide by.

3. EFPD software is not to be altered in any manner, including but not limited to, decompiling, disassembling, cross-compiling, reverse engineering or drafting derivative works.

4. Computer software or documentation should not be removed from the EFPD premises without approval from the Fire Chief or his or her designee.

5. Upon termination of employment or service, all computer software and manuals should be returned to the EFPD.

Tampering with computer hardware or violating any of the preceding provisions will not be tolerated and may result in disciplinary action up to and including termination.

The EFPD utilizes systems in which members receive and send messages through e-mail, SMS, and voice mail. Although members are able to use personal access codes, those codes must be kept on file with the Fire Chief at all times and the EFPD maintains the ability to access any messages left on or transmitted over the systems. Due to this fact, the members should not assume that such messages are confidential or that access by the EFPD or its designated representative will not occur.

The EFPD recognizes that the internet, voice mail, SMS, and e-mail are commonly recognized methods of communication, and that personal use of the EFPD's communication systems may be necessary on occasion; however, all communications of a personal nature should be kept to a minimum. Personal use of the EFPD's Communications Systems is a privilege that may be revoked at anytime if it is abused. Abuse of this privilege may also result in corrective or disciplinary action up to and including termination.

The EFPD expressly prohibits any form of illegal harassment or discrimination. Accordingly, no member shall access the internet through the EFPD's computer system or otherwise use the EFPD's Communications Systems, for the purpose of accessing, receiving, sending, storing or viewing racial, sexually oriented, pornographic or similarly inappropriate material.

EFPD members have no reasonable expectation of privacy in any EFPD property, including the EFPD's Communications Systems. The EFPD has the right and will monitor, at any time, a member's use of a EFPD's Communications Systems, including but not limited to e-mail and voice mail, and a member's access of internet websites, and information and data stored, sent or received through the EFPD's computers, voice mail and pagers.

O. Physical Agility Testing.

Physical fitness, particularly including the ability to perform arduous physical tasks under stressful circumstances, is an essential function of every line-member of EFPD. If a line-member is not able to pass EFPD's physical fitness test, he or she may be at risk in certain emergency situations, and also may endanger the lives and safety of other members and the

public served by EFPD. A conditional offer of employment or appointment will be withdrawn if the applicant is not able to pass the physical fitness examinations, and a member's employment or service may not be continued if the member is not able to pass required physical fitness examinations, in accordance with the procedures set forth in EFPD's Standard Operating Guidelines.

P. Improper Political Activities.

A member shall not campaign to serve, or serve, on the EFPD Board. Should a member choose to become a candidate for the position of EFPD Director, he or she shall resign his or her employment or appointment with EFPD.

Individually or together with other EFPD members, a member may not identify his or her position or title, or use his or her uniform, while campaigning for or in support of any candidate for any elected position or in connection with any election issue. Nor shall EFPD-issued uniforms, equipment, or apparatus be used to campaign for any election issue.

Q. Hiring, Appointment and Treatment of Related Persons.

EFPD's policy is to hire or appoint the best-qualified individual for a position, taking into consideration ability, skill, education and experience. EFPD will attempt to hire or appoint the best-qualified individual for each position, even if that person is related to a current member of EFPD. Except for spouses, or an individual who plans to be married to a member, the fact that an individual is related to a member, or may have a relationship with a member, shall not be given any consideration in EFPD's decision to hire or appoint, or not to hire or appoint, or to continue to employ or retain, that individual, unless EFPD reasonably believes that hiring or appointing the individual will compromise or impair the individual's ability to perform the essential functions of the position, or will compromise or impair the ability of a current member to perform the essential functions of his or her position. A member shall not be given preferential treatment in any manner as a result of that individual being related to, or having a relationship with, another EFPD member, or director. No person shall be employed, appointed or promoted to a position where he or she reports directly to another member of EFPD with whom the member is related.

With respect to spouses or an individual who plans to be married to a member (collectively, "spouses"), the District will not hire or appoint, or continue to employ or retain that individual where: 1) one spouse directly or indirectly would exercise supervisory, appointment, or dismissal authority or disciplinary action over the other spouse; 2) one spouse would audit, verify, receive, or be entrusted with moneys received or handled by the other spouse; or 3) one spouse has access to the District's confidential information, including payroll and personnel records

R. Confidentiality of Protected Health Information.

As a provider of health care services, EFPD is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). All EFPD members shall comply with all rules, policies and procedures established by the EFPD Board or the Fire Chief or his or her designee to maintain the confidentiality of protected health information or otherwise comply with

HIPAA, the Privacy Rule promulgated by the U.S. Department of Health and Human Services, and any applicable State law.

S. Retaliation Prohibited.

No member shall be retaliated against as a result of reporting, or assisting or cooperating in the investigation of, an alleged violation of any rule, policy or procedures of the District, or any Federal, State or local law or ordinance, including but not limited to the Fair Labor Standards Act, Family and Medical Leave Act, Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Pregnancy Anti-Discrimination Act, and the Colorado Anti-Discrimination Act.

Section 5

MEMBER CONDUCT

A. Member Conduct – Generally.

Every EFPD member is expected to act in a highly self-disciplined manner, and is responsible for conducting himself or herself in a positive, productive, and professional manner at all times.

1. All members shall:
 - a. Follow all rules, policies, guidelines, and procedures of EFPD;
 - b. Use their training and capabilities to protect the public at all times;
 - c. Work competently in their position to cause all EFPD programs to operate effectively and efficiently;
 - d. Always conduct themselves in a manner which reflects positively on EFPD;
 - e. Supervisors shall manage in an effective, considerate manner; subordinates shall follow instructions in a positive, cooperative manner;
 - f. Always conduct themselves in a manner that creates good order inside EFPD;
 - g. Keep themselves informed in order to do their jobs effectively;
 - h. Be concerned and protective of each member's welfare;
 - i. Operate safely and use good judgment;
 - j. Keep themselves physically fit;
 - k. Observe the minimum requirements for EFPD;
 - l. Be careful and respectful of EFPD equipment and property.

2. Members shall not:
 - a. Engage in any activity that is detrimental to EFPD;
 - b. Engage in a conflict of interest to EFPD or use their position with EFPD for personal gain or influence;
 - c. Use alcoholic beverages or any substance that could impair their physical or mental capacities while in an EFPD facility, or enroute to or on a scene; and
 - d. Contact or discuss internal or confidential EFPD affairs with the media or the public without the permission of the Fire Chief.

B. Drug and Alcohol Policy.

1. General Policy.

The following actions are strictly prohibited and may result in disciplinary action, up to and including immediate termination: 1) reporting to work, entering any EFPD premises, property, apparatus, or responding to a scene while under the influence of an intoxicating liquor, illegal drug, or controlled substance; 2) use, possession, purchase, storage transfer, or sale on EFPD premises or property or during work time of an intoxicating liquor, controlled substance or illegal drug, a prescription drug not medically authorized, or any other substance which impairs job performance or poses a hazard to the safety and welfare of the member, other members, or the public. No member may enter or remain on EFPD premises at any time while under the influence of alcohol, a controlled substance, or illegal drugs.

"Controlled substance" or "illegal drugs" may include prescription drugs. Members may use prescription drugs so long as that use is consistent with a prescription and approved by the member's doctor for use while working. Members must report promptly to their supervisor the use of any prescription or non-prescription medication that may impair their judgment, alertness, performance, or behavior, or otherwise affect their ability to perform the essential functions of their job.

EFPD may also require members to consent to personal or facility searches when it has a reasonable suspicion of the presence of controlled substances, illegal drugs or alcohol.

2. Required Testing.

- a. Pre-employment or service: After receiving a conditional offer of employment or service, all applicants for a line position, or a position involving public safety issues, must pass a drug and alcohol test;
- b. Reasonable Suspicion: A member is subject to testing if a supervisor, or third party has a reasonable suspicion that the member is using or is under the influence of alcohol or drugs while working on EFPD Premises, responding to an emergency response on behalf of EFPD, participating in EFPD trainings, or operating EFPD apparatus;
- c. Post-accident: A member is subject to testing when the member causes or contributes to an accident that damages a EFPD vehicle, apparatus, machinery or equipment, or which results in an injury requiring medical treatment; required testing is at the direction of the Fire Chief;
- d. Follow-up: Members who have tested positive or otherwise violated this policy are subject to follow-up testing for up to two years at times and frequencies determined by EFPD; and

- e. Random: EFPD reserves the right to conduct random drug and alcohol testing of its members in safety-sensitive positions where EFPD determines it is necessary to do so in the interest of public safety and the safety of its members. Random testing shall be conducted in accordance with federal and state law.

3. Collection and Testing Procedure.

Applicants and members subject to alcohol testing shall be driven or sent to a EFPD-designated facility and directed to provide breath specimens. Breath specimens shall be tested by trained technicians, using federally approved breath testing devices capable of producing printed results that identify the member. If a member's breath alcohol concentration is .04 or more, a second breath specimen shall be tested approximately 30 minutes later. The results of the second test shall be determinative.

Applicants and members subject to drug testing shall be driven or sent to a EFPD-designated medical facility and directed to provide urine specimens. Applicants and members shall provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens shall be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiate, amphetamine and PCP use. (Where indicated, specimens may be tested for other drugs.) The laboratory shall screen all specimens and confirm all positive screens. A chain of custody shall be established from the time a specimen is collected through testing and storage.

The laboratory shall transmit positive drug test results to a Medical Records Officer ("MRO") retained by EFPD, who shall offer members or applicants with positive results a reasonable opportunity to rebut or explain the results. The MRO shall use the same standards for making the final determination of the drug test result as those set forth in Federal Regulation 49 CFR, Part 40. The use of hemp products that produce a positive drug test will be treated the same as the use of marijuana. Members or applicants with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or member's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the member or applicant will be treated as passing the test. However, specimens that are found to be adulterated or unsuitable will be considered the same as a positive test.

4. Effect on Employment or Service.

Applicants who refuse to cooperate in a drug test, or who test positive, will not be hired or appointed. Members who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense illegal drugs or controlled substances in violation of this policy shall be disciplined, up to and including termination. Unless aggravating circumstances are present, the first time a member tests positive for alcohol or drugs or possess, consumes or is under the influence of alcohol in violation of this policy, he or

she will be placed on administrative leave and referred to the Employee Assistance Program (“EAP”). Continued employment and/or reinstatement will be conditional based on cooperation with the EAP, successful completion of any prescribed counseling, treatment or aftercare, as well as follow-up drug/alcohol tests and other appropriate conditions as determined by EFPD. A member who tests positive or violates this policy more than once shall be disciplined, up to and including termination.

5. Drug or Alcohol Related Convictions - Duty to Notify EFPD.

As a condition of continued employment or appointment by EFPD, a member must notify EFPD if he or she is convicted of, or pleads guilty or no-contest to, any charge of unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, or illegal drug, or any alcohol-related conviction, guilty plea or no-contest. Members must notify EFPD no later than five (5) days after conviction, or entry of a guilty or no-contest plea. Any member who fails to notify EFPD within the required time may be immediately terminated.

6. Confidentiality.

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among EFPD officers or supervisors on a "need-to-know" basis, and may also be disclosed where relevant to a complaint, charge, claim or other legal proceeding initiated by or on behalf of a member or applicant. As set forth in this Section 5(Q)(2) these records are not considered “public records.”

C. Employee Assistance and Drug-Free Awareness.

Illegal drug or controlled substance use and alcohol misuses have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from EFPD’s Employee Assistance Program who has been trained to make referrals and assist members with drug/alcohol problems. The first time problems arise, EFPD will assist and support members who voluntarily seek help for such problems before becoming subject to discipline under this or other EFPD policies. Such members will be allowed to use accrued vacation time, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such members may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or have violated this policy previously. EFPD reserves the right to terminate members for repeat violations of this policy.

D. EFPD's Right to Conduct Reasonable Searches.

In order to establish and maintain a safe, healthy working environment and to protect the public EFPD serves, EFPD reserves the right to conduct reasonable searches by the Fire Chief or his or

her designee. This Handbook shall serve as notice that every member is required, without further notice and upon EFPD's request, to submit to a search of any vehicle brought on EFPD premises, to submit to a search of any pocket, package, purse, briefcase, tool box, lunch box, sack or container of any kind brought or kept by the member on EFPD's premises, and to submit to a search of a desk, locker, computer or other container provided by EFPD. All spaces on EFPD property or under the control of EFPD remain subject to search even though a member uses such spaces or considers the space to be private. EFPD computers remain EFPD property at all times. EFPD members 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 EFPD computer or account. These administrative passwords shall not be blocked in any manner by means of codes, passwords, encryption or otherwise. All information and data on a EFPD computer is the property of EFPD, and the member has no right to privacy on any information or data stored on a EFPD computer.

A member's refusal to submit to, or interference with, a search may result in immediate termination, or may be considered by EFPD as a voluntary resignation. Members are hereby put on notice that EFPD may contact appropriate law enforcement authorities in the event of reasonable cause to believe a member may have an illegal item or substance on EFPD property.

E. Duty to Read E-mails or Other Communications.

All memoranda, directives, bulletins and announcements, with the exceptions of tone tests, will be e-mailed to each member in accordance with the Standard Operating Guidelines. It is the member's duty and responsibility to read and understand all EFPD communications.

F. Solicitations.

Except as specifically authorized by law, no solicitation of any kind, or distribution of literature for any purpose, shall be permitted on EFPD property, unless approved by the Fire Chief or the Fire Chief's designee, except to the extent authorized by law.

G. Unauthorized Recording of Conversations.

No member shall record conversations among or with other members or Directors by any electronic means, without the prior knowledge and express permission of the member or Director being recorded.

H. Protective Clothing.

Each line-member shall be responsible for the maintenance and inspection of his or her protective clothing in accordance with the Standard Operating Guidelines. Any damage requiring repair or replacement shall be reported to the member's supervisor. Any equipment needing repair or replacement is considered out of service until repaired or replaced.

I. Vehicles and Apparatus.

The safe and legal operation of EFPD's vehicles and apparatus is critical to EFPD's service to its citizens. All members who operate, or may operate, EFPD vehicles and/or apparatus shall follow the procedures outlined in the Standard Operating Guidelines and obey the following rules:

1. Valid Driver's License.

A valid Colorado driver's license, unrestricted except for corrected vision or other restriction(s) that can be reasonably accommodated, is a condition of employment/service and continued employment/service with EFPD. On or before January 31st of each year, a MVR will be pulled for each member and reviewed by the Fire Chief. Any member whose driving records shows reasonable cause to suspend or restrict their authorization to drive department owned vehicles will be determined.

2. Insurance.

All members must be insurable by EFPD's insurance carrier. All members must maintain insurance on any private vehicle that may be used in responding to an emergency.

3. Accidents.

All accidents involving EFPD vehicles or apparatus, or a personal vehicle used during an emergency call or on EFPD business, no matter how minor, shall be reported immediately to the Fire Chief, or his or her designee. A written report shall be forwarded to the Fire Chief within 24 hours. The Fire Chief, or his or her designee, shall investigate the circumstances surrounding the accident in accordance with the Standard Operating Guidelines.

4. Traffic Violations.

All citations for moving violations and any driver's license revocation, confiscation or suspension shall be reported immediately to EFPD, regardless of whether the citation occurred while the member was on the job or engaged in EFPD business, or occurred off the job on personal time. Upon reporting for duty on the member's next shift, a written report shall be made to the member's supervisor, who shall report the citation, revocation, confiscation or suspension through the chain of command to the Fire Chief or his or her designee. Failure to report a citation for a moving violation, revocation, confiscation or suspension of a driver's license may result in disciplinary action, including termination.

5. Ride Along Program.

Prospective applicants, media personnel, or other members of the public may participate in EFPD's Ride Along Program and ride on the primary Engine to calls and daily activities. Ride alongs shall be conducted in accordance with the Standard Operating Guidelines.

6. Apparatus.

All use of EFPD apparatus shall be in accordance with EFPD's "Use of EFPD Apparatus" Standard Operating Guideline.

J. Dress Code and Hair Regulations.

All EFPD members are required to be well-groomed and to dress appropriately for the position held. Members shall comply with the dress code and hair regulations set forth in the Standard Operating Guidelines.

K. Tobacco and Tobacco Products.

EFPD intends to provide a tobacco-free work environment for its members. The use of tobacco and tobacco products of any form is prohibited on EFPD property, EFPD premises, or inside EFPD vehicles and apparatus or while performing any duty or activity on behalf of EFPD.

L. Property.

1. Care and Use of EFPD Property – Theft of Member Property.

Each member is responsible for the reasonable care of all EFPD property. EFPD property is to be used only for official EFPD business, in an appropriate manner, and in accordance with all applicable rules, Standard Operating Guidelines, policies, or directives. No member shall remove EFPD property or the property of any other member without proper authorization. Any member stealing EFPD property or the property of any other member, or who abuses, misuses, damages, or destroys EFPD property shall be subject to discipline, up to and including immediate termination.

2. Lost, Stolen or Damaged Property.

Lost, stolen or damaged property shall be reported immediately to the member's supervisor. The member's supervisor shall submit a written report to the Fire Chief prior to the end of the shift during which the lost, stolen or damaged property was reported.

3. Prohibited Use of EFPD Property.

Members shall use EFPD equipment, facilities or tools to perform their duties. Certain items, such as car-wash supplies and canister vacuum, are provided for members' use to clean their private vehicles. Members shall be held accountable for the return of any article or tool furnished to him or her. EFPD equipment, facilities and tools shall not be used or loaned for any personal purpose except by permission of the Fire Chief.

4. Return of EFPD Property.

All property belonging to EFPD, including uniform items and EFPD identification materials and badges, shall immediately be returned upon retirement, resignation, or other termination

from EFPD. EFPD property which has not been reported as lost or stolen prior to a member's retirement, resignation or termination, and which is not returned to EFPD, will be considered stolen and reported to appropriate law enforcement agencies.

5. EFPD Not Liable for Member's Personal Property.

Each member is responsible for his or her personal property while at work. EFPD is not responsible for any loss or damage to vehicles or any other personal property of its members.

M. Conflicts of Interest.

It is a conflict with the interests of EFPD, and a violation of trust, for a member to give or release to any party outside EFPD any data or information of a confidential nature pertaining to EFPD's business, or to use such knowledge or information for personal benefit. Information EFPD considers to be confidential includes, without limitation: medical information, patient information, any other information concerning a member of the public or a member of EFPD, competitive bid data, prices paid or received for goods or services purchased or sold, customer lists, price lists, or any other data where the information might be used to the detriment of EFPD, its members or the public it serves.

Each member engaged in private business, other employment or activities shall not allow such activities to conflict with employment by, or services to, EFPD. In the event of a conflict of interest, which conflict shall be determined in the sole discretion of the Fire Chief, the member shall forthwith cease the action causing the conflict or shall apply for a waiver of the conflict from the Fire Chief through the chain of command. The Fire Chief, in his or her sole discretion, will determine what effect, if any, the conflict of interest will have on the member's relationship with EFPD. Each member shall immediately disclose conflicts of interest in writing to the Fire Chief through the chain of command and as otherwise required by law.

N. Personal Gain Prohibited.

No member shall demand from any person(s) pay or other reward for services rendered as a member of EFPD. In addition, no member of EFPD shall accept any gifts or gratuities having a value in excess of \$50.00, unless the gift or gratuity is reported to the Fire Chief, who shall determine whether the member may retain the gift or gratuity, or whether it should be turned over to EFPD. A member's use of his or her official position or employment with EFPD for personal or political gain is prohibited. Notwithstanding the foregoing, a member may receive compensation for services provided to a third-party during periods when the member is not providing services to EFPD (i.e., during days off, vacation or otherwise); provided, however, that such services to third parties shall in no manner affect the member's performance of, or ability to perform services for, EFPD.

O. Attendance and Punctuality.

All members shall report for duty at the prescribed hour. Any member who fails to report for duty at the prescribed hour without first notifying the member's supervisor of the expected late arrival or absence will be subject to corrective or disciplinary action. Any member reporting late for duty (i.e. more than ten (10) minutes after the start of duty) or reporting absent shall explain the reason for the tardiness or absence to his or her supervisor. Obvious trends in failure to comply with attendance or punctuality may result in administrative or corrective action.

P. Training.

All members must meet the training hour requirements set forth in the Standard Operating Guidelines.

Q. Member's Duty to Know EFPD.

It is the responsibility of each member of EFPD (except office staff) to familiarize himself or herself with the geography of EFPD, including the location of all streets.

R. Non-Member Contacts and Conduct.

1. Visitors.

As part of EFPD's educational and community service efforts, it is EFPD's policy to encourage persons to visit EFPD facilities. 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 a group of five persons shall be pre-approved by the appropriate officer. Visits must not interfere with emergency response or unduly burden other EFPD operations.

2. Public Records.

As a political subdivision of the state, EFPD is subject to the Open Records Act, C.R.S. §24-72-101, *et seq.* (the "Act"). Under the Open Records Act, certain EFPD 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 Open Records Act. No member shall produce any EFPD document to a member of the public or any other entity or public agency, without the prior approval of the member's supervisor. The Open Records Act specifically prohibits the disclosure of certain EFPD documents, including but not limited to:

a. Medical Records.

Medical and psychological records of any person, including all EFPD members and all members of the public, must be kept confidential by EFPD and its

members unless the records are authorized for release, in writing, by the person(s) whose medical treatment, condition or psychological evaluation is the subject of the records, or unless the production of the records is compelled by a proper subpoena or order, or otherwise required by law. This includes all information and records relating to positive test results and drug and alcohol dependencies acquired pursuant to this Section 5(B).

b. Personnel Records.

The contents of a member's or former member's personnel file must be kept confidential by EFPD 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's or former member's personnel file also may be released if production is compelled by a proper subpoena or order, or otherwise required by law. Nothing in this paragraph, however, shall prohibit EFPD 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.

c. Attorney-Client Communications-Confidential.

To the extent provided by law, all communications between EFPD, whether by its Board or officers, and any of its attorneys 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.

3. Testimony.

No member shall give a written statement, interview, or other form of information, including, without limitation, any EFPD papers or documents, or appear as a witness in a civil or criminal matter arising out of or related to his or her duties without prior notice to, and authorization by, the Fire Chief, except as necessary to comply with Federal or State law. A member shall immediately notify EFPD if he or she is required to attend a deposition, hearing or trial in connection with performance of his or her duties for EFPD.

S. Parking.

No member shall park a private vehicle at a station for longer than one 96-hour period without permission from the Fire Chief.

T. Performance Evaluations.

Employee performance evaluations are typically conducted semi-annually by a supervisor in accordance with the Standard Operating Guidelines. Volunteers are typically reviewed by their Company Officers in accordance with the Standard Operating Guidelines.

U. Exit Interviews.

Every member who chooses to leave EFPD shall be offered an exit interview that will be conducted in accordance with the Standard Operating Guidelines.

V. Public Relations; Press Releases.

Release of any information from run reports is the responsibility of the Fire Chief, or his or her designee.

At the scene of an emergency or after an incident, it is the responsibility of the Incident Commander, or designated Public Information Officer, to supply information as the media requests it. Reasonable courtesy shall be extended.

Names of individuals involved in incidents and medical reports shall not be released.

Outside requests to photograph station activities or personnel not engaged in emergencies by members of the press shall be at the discretion of the Officer in charge. Formal feature-type activities shall be cleared through the Fire Chief.

The Fire Chief shall approve the release or publication of all written materials (such as incident reports) or requests from TV or radio stations for interviews, which relate to the administration, policies or general operations of the District.

Any fires or incidents deemed "under investigation" by the Sheriff's Department or AHJ's investigators will be identified as such and requests from the press for comment will be referred to the Fire Chief or Sheriff.

W. Off-Duty Activities.

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

Section 6

COMPENSATION, WORK SCHEDULES, AND RELATED POLICIES FOR EMPLOYEES

A. Classifications of Employment.

This section of the Handbook applies to the paid employees of EFPD. Volunteers should refer to Section 7 for matters related to the District's Volunteer Program. Volunteers of EFPD do not receive compensation for time worked; rather they may be reimbursed an amount that is intended to defray their expenses. Therefore, they are neither part-time nor full-time employees of EFPD, and are not subject to the provisions of this Section 6.

For purposes of salary administration, eligibility for overtime payments and employee benefits, EFPD classifies its employees as follows:

1. Probationary Employees.

All new employees of EFPD, and all newly promoted employees, shall be considered probationary employees for the probationary period. The probationary period shall be twelve (12) months from the first day of employment or promotion, unless otherwise specified. An employee also may be placed on probation as part of a corrective or disciplinary action.

During the probationary period, the employee's supervisor will assist the employee in learning his or her job. The employee's supervisor will have an opportunity to observe the employee's aptitude and attitude on the job, along with the employee's records of attendance and punctuality.

The Fire Chief may decide, in his or her sole discretion, that: 1) the employee has successfully completed the probationary period; 2) the employee has not satisfactorily completed the probationary period, or reasonably is not expected to satisfactorily complete the probationary period; or 3) the probationary period should be extended.

Successful completion of the probationary period shall not change any employee's status as an at-will employee; nor does the probationary period create any right of continued employment during the probationary period.

2. **Full-Time Employees.**

a. **Line-Employee.**

A full-time employee who: 1) is involved directly in fire (suppression) activities and/or emergency medical services; 2) who has satisfactorily completed his or her probationary period; and 3) who works at least 106 hours per work period on a regular basis, or with respect to an individual working in the day-shift line position, at least 72 hours per work period. Such employee may be exempt or non-exempt as defined below. Full-time regular line-employees share in EFPD benefits.

b. **Non-Line Employee.**

A full-time employee who: 1) is not involved directly in fire (suppression) activities and/or emergency medical services; 2) has satisfied his or her probationary period; and 3) who works 40 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Full-time non-line employees share in EFPD benefits.

3. **Part-Time Employees.**

A part-time employee is one who has satisfactorily completed his or her probationary period and who works no more than 36 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Part-time employees are not entitled to share in EFPD benefits, except as expressly stated in this Handbook or in other written statements issued by an authorized representative of EFPD.

4. **Temporary Employees.**

Temporary employees are employees who work either full or part time. Such employees are engaged by EFPD for a specific period of time (such as summer) or for a specific project or assignment. Such employees may be "exempt" or "non-exempt" as defined below. Temporary employees are not entitled to share in EFPD benefits, except as expressly stated in this Handbook or in a written statement issued by the Fire Chief or his or her designee.

5. **Contract Employees.**

A contract employee is an individual hired by EFPD to perform a specific function for, or provide a specific service to, the District, such as an Information Technology consultant, to maintain the computer network. The terms and conditions of employment, and any benefits, will be set forth in the written contract of employment. Except to the extent expressly modified by the written contract of employment, all contract employees shall comply with this Handbook, the Standard Operating Guidelines, and all other rules, policies and procedures of EFPD.

6. **Exempt and Non-Exempt Employee Classifications.**

Each employee will be informed of his or her initial employment classification and status as an exempt or non-exempt employee when hired. If an employee changes positions during his or her employment as a result of promotion, demotion, transfer, or otherwise, the employee will be informed of any change in his or her exemption status.

a. **Exempt Employees.**

Exempt employees are not required to be paid overtime in accordance with applicable Federal or State wage and hour laws for work performed beyond 40 hours in a work week (in the case of non-line employees) or beyond 106 hours in EFPD's 14-day work period (in the case of line-employees).

b. **Non-Exempt Employees.**

Non-exempt employees are those who are required to be paid overtime at the rate of one and one half (1½) times their regular rate of pay for all hours worked beyond 40 hours in a work week (in the case of non-line employees) or 106 hours in EFPD's 14-day work period (in the case of line-employees) in accordance with applicable Federal and State wage and hour laws.

B. Questions Regarding Employment Classification.

Employees should direct any questions regarding their employment classification or exemption status to the Fire Chief.

C. Work Schedule.

1. **Non-Line Employees.**

Full-time non-line employees of EFPD shall work a minimum 40 hours per week. Normal working hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour allowed for lunch and fifteen minutes allowed twice each day for in-house breaks.

2. **Line-Employees.**

Line-employees shall be assigned to either a modified Kelly ("Berkeley") 24-hour shift schedule, or to a 12-hour shift schedule.

Line-employees assigned to the Berkeley shift schedule shall work three (3) twenty-four (24) hour shifts separated by twenty-four (24) hours off, as scheduled by the Fire Chief or his or her designee; after the third twenty-four (24) hour shift, line-employees receive four (4) days off.

Line-employees assigned to the 12-hour shift schedule may work 24-hour shifts, as needed for illness, vacations, and other personal leave. When this occurs, the line-

employee shall not return to the 12-hour shift schedule until leaving the 24-hour shift schedule.

3. Schedules Subject to Change.

Work schedules for non-line employees and line-employees may change from time to time in the sole discretion of EFPD to meet operational needs. Changes in work schedules will be announced as far in advance as practicable. At the option of EFPD, an employee may be released from shifts, released early from a shift, or be told to report late to the next shift to reduce the number of hours in the pay period to avoid overtime.

4. Mandatory Department Meetings.

All line-employees are required to attend meetings designated as mandatory.

5. Shift Trades and Scheduling.

Line-members are permitted to trade shifts, provided the following conditions are met:

- a. A line-member seeking to trade a shift shall ensure that EFPD will not incur any additional expense as a result of the proposed shift trade, including overtime.
- b. All shift trades must be approved in advance in writing by their Company Officer. A completed shift trade form shall be submitted to the Operations Captain before the proposed shift trade.
- c. No shift trade shall result in a line-member working more than three consecutive 24-hour shifts (72 hrs).
- d. The line-members trading shifts must have the qualifications, certifications and experience necessary to work the shifts traded.

D. Recording Work Hours - Falsification of Time Records Prohibited.

1. General Policy.

It is the policy of EFPD to comply with all applicable laws that require records to be maintained of the hours worked by non-exempt employees. To ensure that accurate records are kept of the actual hours a non-exempt employee works (including overtime hours, when applicable) and the accrued leave time the non-exempt employee has taken, and to ensure that the non-exempt employee is paid in a timely manner, non-exempt employees shall record their time worked and absences on EFPD's official employee time sheets on a daily basis. Non-exempt employees shall include on their time card the total hours worked, as well as paid days off, such as vacation or sick leave. Full-time employees will maintain a

timesheet for each pay period, and Part-time employees will maintain hours worked in the department's official reporting system (i.e.: FireHouse Software) .

2. Falsification of Time Records.

Actual hours worked and leave time taken must be recorded accurately by the non-exempt employee, and reported to the designated supervisor. Supervisors shall verify all hours reported. An employee may not complete the time card of another employee.

E. Regular Pay Procedures.

1. Paydays.

Employees are paid bi-monthly. If the regular payday falls on a Saturday, the employee is paid on the last day the EFPD office is open for business prior to the regular payday. If the regular payday falls on a Sunday or designated holiday, then the employee is paid on the next day the EFPD office is open for business.

2. Payroll Deductions.

As required by law, EFPD must make certain deductions from employee paychecks, including those for Federal and State taxes, as well as Social Security or pension contributions. Group insurance premiums for eligible employees and dependent family members will be deducted from the employee's payroll check each pay period once the employee completes the appropriate authorization forms. Payroll deductions also may be made from an employee's paycheck pursuant to a separate written agreement with EFPD for the replacement cost of lost, destroyed or unreturned EFPD property or as otherwise provided in this Handbook. Other deductions can only be made at the employee's specific request and with the employee's agreement.

3. Exempt Employee Deductions.

It is EFPD's policy to prohibit improper deductions from the salary of an exempt employee. If you believe that an improper deduction has been made to your salary, you should immediately report this information to EFPD's administration. 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.

F. Overtime Pay Procedures.

1. General Overtime Policies.

EFPD reserves the right to require its employees to work overtime if necessary at EFPD's sole discretion. If possible, overtime will be approved in advance by the Fire Chief, or his or her designee, and advance notice will be given to the employee.

2. Overtime Pay for Non-Exempt Employees.

A non-exempt employee working a 24-hour shift schedule will enter an overtime pay rate after 182 hours during a designated pay period. Non-exempt employees working less than 24-hour shift schedules will enter into overtime pay rate after 53 hours in a 7-day work week (Sunday to Saturday).

3. Voluntary Overtime for Non-Exempt Employees.

In addition to the requirements of the Fair Labor Standards Act, EFPD will provide overtime pay to non-exempt line-employees at the rate of one and one-half (1 ½) times his or her regular hourly rate of pay for all hours the non-exempt line-employee works on a scheduled off-duty day, as a result of a hold-over or a call back from home. All overtime paid under this section will be for time actually worked, except that line-employees who are called back from home will receive a minimum of three (3) hours overtime for the call back.

4. Compensatory Time.

EFPD may, in its sole discretion, provide for compensatory time off for non-line employees and line-employees in lieu of cash overtime payment. Compensatory time is accrued at the rate of one and one-half (1½) hours for each full hour of overtime worked by the non-line employee or line-employee.

G. Acting Pay.

1. Scope.

Any employee required to fulfill the responsibility of the Engineer or Company Officer for his or her shift shall receive acting pay. Under unusual circumstances, as determined by the Fire Chief in his or her sole discretion, an Engineer required to fulfill the responsibilities of the Company Officer of a shift also may receive acting pay.

2. Periods of Applicability.

The employee will receive the acting pay even if the member being covered is restricted from responding to emergency incidents but continues to perform some of the administrative duties of his or her position.

3. Acting Pay Rate.

Acting pay will be based upon the certifications held by the employee while serving in the acting position. The pay rate will be that of the 1st year wage for the position acted upon which the member would qualify, based upon the certifications held by that member. If the employee's base wage is actually higher than the 1st-year wage for the

position acted upon, the current base wage plus 10% will be paid during the acting period.

4. Exempt Employees.

Exempt employees are not entitled to acting pay. Exempt employees are expected to act on one another's behalf, as required, and by mutual agreement.

H. Announcement of Salaries and Wage Adjustments..

The Fire Chief shall announce the base salaries, pay levels, and COLA amounts on the day after the December Board meeting of each year. Adjustments to paycheck amounts will be incorporated in the first full pay period after December 31 of each year.

I. Line-Employee Callbacks and Holdovers and Backfills.

1. Callback and holdover procedures will be handled in accordance with the procedures set forth in the Standard Operating Guidelines.
2. A Full-time employee will be paid at one and one-half (1 ½) his or her regular rate of pay for all time actually worked on days that are not normally scheduled shift work periods, except for any work performed as a result of a shift trade with another member.
3. At the option of EFPD, the line-employee may be released early from a regular shift or told to report late to the next shift to reduce the number of hours to a normal 182 hours actually worked in the 24-day work period.
4. A line-employee who actually works callback hours will be considered to have actually worked a minimum of three (3) hours. In addition to his or her regular base salary, the line-employee will be paid one-half time for each callback hour actually worked.
5. A line-employee who actually works back-fill will be paid in addition to his or her regular base salary one-half time for each backfill hour worked.

J. Voluntary Termination and Resignation.

1. Notice by Retiring Members.

Members who meet the requirements for retirement may retire at any time without prior notice to EFPD; however, EFPD requests that members who intend to retire from EFPD: (1) notify the Fire Chief at least eight weeks prior to the anticipated retirement date; (2) if applicable, notify the relevant Pension Board in accordance with the Pension Board's rules; (3) arrange for meetings with the Fire Chief and the member's replacement to assist with the

orderly transfer of duties to the member's replacement; and (4) return all EFPD property to his or her supervisor.

2. Notice by Members Who Resign.

Members who intend to resign are not required to give advance notice; however, EFPD requests that all members give appropriate notice of their intent to resign. EFPD requests that non-exempt employees and volunteers give at least four (4) weeks notice, and exempt employees give at least four (4) weeks notice; however, longer notice would be appreciated.

3. Separating Employment Due to the Health of the Employee, the Employee's Spouse, or the Employee's Dependant Child.

Colorado law relating to unemployment compensation benefits requires EFPD to provide its employees with the following notice:

An employee who intends to separate his or her employment with EFPD as a result of the employee's health, the health of the employee's spouse or the health of the employee's dependent child, the employee must: 1) give EFPD actual advance written notice of the condition of the employee's health, or the health of the employee's spouse or dependent child, prior to separation from employment, and allow EFPD the opportunity to make reasonable accommodations; 2) substantiate the health condition of the employee, the employee's spouse, or the employee's dependant child by a competent written medical statement issued by a licensed practicing physician prior to the date of separation of employment or within a reasonable period thereafter; 3) submit himself or herself or the employee's spouse or dependent child to an examination by a licensed practicing physician selected and paid by EFPD when so requested by EFPD prior to the date of separation from employment or within a reasonable period thereafter. In the event of an injury or sudden illness of the employee which precludes verbal or written notification to EFPD prior to separation of employment, the employee must notify EFPD in writing at the earliest practicable time, and in no event later than two working days following the occurrence, unless the employee's physician provides a written statement to EFPD within one week of EFPD's request that the employee's condition made giving such notice impracticable and substantiating the illness or injury.

4. Return of EFPD Property upon Termination of Employment or Services.

Members who separate from their employment with, or cease providing services to, EFPD must return all property belonging to EFPD on or before their last day of work. Pursuant to a separate agreement, each employee of EFPD agrees that in the event any property of EFPD is not returned by the employee prior to his or her last day of employment with EFPD, the amount paid to the employee in his or her last check will be reduced by the amount necessary to replace the property. Volunteers who do not return EFPD property shall reimburse EFPD in the amount necessary to replace the property. EFPD may take all appropriate action to recover property (or the value of the property).

5. Final Paycheck Mailed to Employees.

The final check for an employee who resigns or retires from employment with EFPD 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 Fire Chief.

6. Unused Vacation.

Upon the separation or termination of employment with EFPD, an employee will be paid for all accrued but unused vacation leave. Line employees may only carry over the equivalent of one year vacation accrual following their 2nd year of employment.

7. Unused Sick Leave.

As set forth in Section 6 of this Handbook, all unused accumulated sick leave shall be forfeited upon an employee's voluntary or involuntary separation of employment with EFPD, except where the employee retires from EFPD in compliance with EFPD's retirement rules. An employee who meets EFPD's retirement rules, and retires from EFPD, shall be paid for one-third of the accrued but unused sick leave at the employee's regular hourly rate of pay at the time of retirement.

K. Leave Benefits.

The following leave benefits are available to all eligible employees of EFPD.

1. Emergency Leave.

EFPD allows up to three (3) shifts off for line-employees or up to five workdays off for non-line employees because of the grave illness or death of an immediate family member, or significant other person at the discretion of the Fire Chief. Immediate family includes parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, or grandchildren. Emergency leave shall be with pay.

Employees may use this benefit once per calendar year. Exceptions due to multiple occurrences in one year may be granted at the discretion of the Fire Chief.

2. Jury Duty and Witness Leave.

a. Jury Duty.

Any employee called for jury duty will be granted leave with pay, less the amount of jury fees received by the employee for such service, for a period of up to three (3) days. Additional leave for jury duty will be granted without pay, except in the case of exempt employees, who shall receive their full salary for any work week in which they also perform services for EFPD.

To qualify for jury duty leave, employees must submit a copy of the summons to their supervisor as soon as it is received. In addition, proof of jury service must be submitted to the member's supervisor after jury duty is completed. All employees excused for jury duty shall return to work immediately when dismissed from jury duty or when the jury is not in session during the employee's usual work hours. EFPD will make no attempt to have an employee's jury service postponed except when business conditions necessitate.

b. Witness Leave.

An employee who is subpoenaed to produce documents, provide deposition testimony or appear in court on a EFPD-related matter shall immediately notify his or her supervisor. Employees will be granted such leave with pay.

An employee who is subpoenaed to appear at deposition or in court as a witness in a non-EFPD matter may take time off to testify. Employees will be granted leave without pay unless the Fire Chief approves pay for the time off in advance.

The employee shall furnish a copy of the subpoena to his or her supervisor. An employee excused from witness duty shall return to work immediately upon completing his or her testimony.

3. Voting Leave.

EFPD believes voting is an important responsibility we all assume as citizens. Under most circumstances, it is possible for an employee to vote either before or after work, use absentee ballots, or take advantage of early voting procedures to avoid time off from work. EFPD will, however, grant time off to vote in accordance with applicable law. The employee must submit a request for time off to vote before the day of the election.

During the day of election, an employee shall be granted a period of two hours during the time the polls are open to vote. Non-exempt employees shall be paid their regular hourly wage for the period of their absence, not to exceed two hours. EFPD will specify the hours during which the employee may be absent; provided, however, that, at the employee's request, the hours will be scheduled at the beginning or end of the employee's regularly scheduled shift on election day. Notwithstanding the foregoing, the Fire Chief or his or her designee may, in his or her discretion, deny an employee's request for time off to vote, if the employee's hours of work on the day of the election are such that there are three or more hours between the time of opening and the time of closing of the polls during which the employee is not required to be at work.

4. Family and Medical Leaves of Absence for Employees Who Qualify for Leave Under the Family and Medical Leave Act of 1993 (the "FMLA").

EFPD will grant a leave of absence to full-time and part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement

with the employee for foster care, the care of a covered family member (spouse, child or parent) with a serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to twelve weeks in any twelve-month period (or longer, if required by applicable State or local law). A "twelve-month period" shall mean a "rolling twelve-month period" measured backward from the date of an employee's last use of FMLA leave.

An employee must have completed at least one (1) full year of service with EFPD and have worked a minimum of one thousand two hundred fifty (1,250) hours in the twelve-month period preceding the leave to be eligible for such leave.

a. Child/Family Care Leave.

If an employee requests a leave of absence to care for a child after birth, adoption, or placement in the employee's household for foster care, or to care for a covered family member with a serious health condition, the employee will be granted unpaid leave under the following conditions:

1. If the leave is planned in advance, the employee must provide EFPD with at least thirty (30) days notice prior to the anticipated leave date.
2. If the leave is unexpected, the employee should notify his or her supervisor as far in advance of the anticipated leave date as is practicable.

All EFPD benefits that operate on an accrual basis (e.g., vacation, sick and any personal days) will cease to accrue during the leave period. An employee will be required to use all accrued, unused vacation, sick leave (only for leave due to the employee's own serious health condition) and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.

All group health benefits (e.g., medical, etc.) will continue during the leave provided the employee continues regular employee contributions to these plans (where such is required). Other benefits, such as pension, life insurance, etc., will be governed in accordance with the terms of each benefit plan.

Employees requesting leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. From time to time, employees may also be required to provide additional physician's statements at EFPD's request. Further, the family member may be required to submit to medical examinations by physicians designated by EFPD at its discretion and at EFPD's expense.

b. Leave for Employee's Serious Health Condition.

If an employee requests a leave of absence for his or her own serious health condition, the employee will be granted leave under the following conditions:

1. If the leave is planned in advance, the employee must provide EFPD with at least thirty (30) days notice prior to the anticipated leave date.
2. If the leave is unexpected, the employee should notify his or her supervisor as far in advance of the anticipated leave date as is practicable.

Any time that an employee expects to be or is absent as a result of his or her own serious health condition (including pregnancy), the employee may be required to submit appropriate medical certification from his or her physician. Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of the employee's return to work.

All EFPD benefits that operate on an accrual basis (e.g., vacation, sick and personal days) will cease to accrue during the employee's leave period. An employee will be required to use all accrued, unused sick, vacation and personal leave during his or her leave prior to being eligible for any benefits under any salary continuation plan EFPD may adopt. Once such accrued benefits are exhausted, the balance of the employee's leave will be without pay unless the employee is eligible for short-term disability benefits in accordance with applicable State law or any salary continuation in accordance with the terms of any salary continuation plan EFPD may adopt.

All group health benefits will continue during the leave, provided the employee continues regular employee contributions (if applicable) to these plans. Other benefits, such as pension or long-term disability, will be governed by the terms of each benefit plan. During the employee's leave, he or she may also be required to provide EFPD with additional physician's statements at the request of EFPD or EFPD's insurance carriers, attesting to the employee's continued disability and inability to work. The employee may also be required to submit to medical examinations by physicians designated by EFPD at its discretion and at EFPD's expense at the beginning of, during, or at the end of the employee's leave period, and to provide EFPD with access to his or her medical records as required.

Before an employee will be permitted to return from medical leave, the employee will be required to undergo and pass a back-to-work physical fitness and agility test administered by EFPD, and will also be required to present EFPD with a note from his or her physician indicating that the employee is capable of returning to work and performing the essential functions of his or her position, with or without reasonable accommodation. Where required, EFPD will consider making reasonable accommodation for any disability an employee may have in accordance with applicable Federal, State and/or local laws.

c. **Leave Entitlement.**

Eligible employees are entitled to leave for up to six (6) weeks in any twelve-month period, and may be granted a longer leave period in the case of an employee's serious health condition where a leave extension is requested and approved.

Leave taken to care for a child after birth, adoption, or placement in home for foster care must be taken in consecutive workweeks. Leave taken for the employee's or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, EFPD will follow applicable State and Federal laws in reviewing and approving such leave requests.

d. **Reinstatement Rights.**

Upon return from family or medical leave, eligible employees are entitled to be reinstated to their former position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly-compensated employees under certain conditions. In addition, employees on leave for more than eight (8) weeks are not guaranteed reinstatement.

5. **Family and Medical Leaves of Absence for Employees Who Do Not Meet the Minimum Service Requirements Under the Family and Medical Leave Act.**

Full-time and part-time employees who have less than one (1) year of service and/or have not worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period are not qualified for FMLA leave. However, these employees may request leaves of absence for the reasons set forth above for those employees who do qualify for leave under the FMLA, subject to the following terms and conditions:

Leave requests must be made at least thirty (30) days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable.

The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth above for employees who qualify for leave under the FMLA shall apply to all leave requests made under this section.

Unless applicable State or local law requires otherwise, leaves will be limited to a 30-day maximum duration except leaves for the employee's own serious health condition, which may, in the Fire Chief's discretion, be granted for up to a twelve-week period and which may be taken intermittently.

Unless applicable State or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this provision. However, EFPD will endeavor to place employees returning from leave in their former position or in a position comparable in status and pay subject to budgetary restrictions, EFPD's need to fill vacancies, and its ability to find qualified temporary replacements. Requests for leave under this provision shall be granted or denied in the sole discretion of the Fire Chief.

6. Vacations.

a. Exempt Employees.

Exempt full-time employees shall accrue vacation days each year based upon contractual agreement between the exempt employee and the EFPD Board.

b. Non-Exempt Employees.

(1) Full-time employees on a modified Kelly (Berkeley) Schedule.

Non-exempt employees assigned to a Berkeley schedule shall accrue vacation hours each pay period based upon years of service in accordance with the following schedule:

Vacation	Hours per pay period	Maximum accrual per year	Holiday	Total accrual hours	Maximum carry over
1-3 years	3	72	96	168	72
4-6 years	4	96	96	192	72
7-9 years	5	120	96	216	72
10+ years	6	144	96	240	72

(2) Part-time employees on a <40 Hour Per Week Schedule.

Non-exempt line-employees assigned to an 12-hour per day, Monday through Sunday work schedule, shall accrue vacation hours each pay period based upon years of service in accordance with the following schedule:

Year of Service	Hours of Vacation per pay period
Initial hire through 2 nd	1.5
3 rd through 5 th	1.8
6 th through 10 th	2.3
11 th through 15 th	2.8
16 th through 20 th	3.1
More than 21 years	3.2

Employees who switch from an 12-hour work day to a Berkeley schedule or from a Berkeley schedule to an 12-hour work day on a temporary basis will continue to accrue vacation at their normal rate. If the change is a permanent assignment, the vacation accrued will be adjusted by a scaling factor of 1.50 to account for the differences in accrual and usage rates between the two schedules.

(3) Non-line Employees on a 40 Hours Work Week Schedule.

Non-exempt non-line employees shall accrue vacation hours each pay period based upon years of service in accordance with the following schedule:

Year of Service	Hours of Vacation per pay period
Initial hire through 2nd	3.1
3 rd through 5th	3.7
6 th through 10th	4.6
11 th through 15th	5.5
16 th through 20 th	6.2
More than 20 years	6.5

(4) Additional Provisions.

Vacation is accrued by pay period based on the schedules above. Transitions from one amount of accrual to another are made in the pay period following the service anniversary.

Management approval is required in advance of taking any vacation time. Requests for vacations of one shift or more for Berkeley schedule personnel and 2 days or more for 40-hour personnel need to be made at least 30 days in advance, and in accordance with the Standard Operating Guidelines.

Employees are required to make every effort to find qualified personnel to fill in when they will be absent from shifts. Evidence of direct calling of qualified personnel to fill the shifts may be required.

Vacations may be taken in increments of 12 hours for Berkeley schedule personnel and one half day for all other employees. With prior approval of the Fire Chief, an employee may take more vacation than the employee has accrued; provided, however, that should the employee's employment with EFPD terminate for any reason, the employee shall pay to EFPD the amount of vacation time taken that exceeds the employee's actual accrued vacation leave.

Full-time employees may have up to one year's vacation can be carried over from one year to the next after the second year of employment.

Temporary employees are not eligible for vacation benefits.

7 **Sick Leave.**

a. **Non-Exempt Employees.**

EFPD's sick leave policy for non-exempt employees provides: (1) time off with full pay when a non-exempt employee is unable to work due to illness or injury; and (2) buy-back of unused sick leave at retirement. The details of the policy are specified below.

(1) **Earning Sick Leave.**

Sick leave accrual is as follows:

Sick leave	Hours per pay period	Maximum accrual per year			Maximum carry over
1-3 years	3.4	81.6			240
4-6 years	3.4	81.6			240
7-9 years	3.4	81.6			240
10+ years	3.4	81.6			240

When an employee separates service from the District for any reason, the sick leave bank **will not** be paid (unless otherwise stated in an explicit contract).

(2) **Taking Sick Leave.**

A non-exempt employee may take sick leave at his or her discretion, in one shift increments, up to the total amount accrued, when he or she is too ill to work or recovering from an injury, accident, or medical procedure. Advance notice is required, when possible, to allow the management team to plan for staffing replacements. A note from a doctor may be required, at management's discretion.

A non-exempt employee may be allowed, at the discretion of the Fire Chief, to take sick leave beyond that amount accrued in case of a long illness. If the Fire Chief permits an employee to take sick leave in excess of the amount accrued, the employee shall reimburse EFPD for the

unearned sick leave time if the employee leaves EFPD for any reason prior to earning the sick leave taken.

(3) Leave Upon Retirement

When an employee separates service from the District for any reason, the sick leave bank **will not** be paid (unless otherwise stated in an explicit contract).

Upon retirement from EFPD, a contracted employee can convert his or her remaining sick leave to cash on a 3:1 basis. The cash value will be based on the employee's base rate of pay for the last pay period worked.

EFPD shall maintain the funds necessary to satisfy the financial obligations incurred under this policy. The amount of money in this account shall be reviewed each year as part of the annual budgeting process. Additional money shall be transferred into this account, as required but not more often than annually, to maintain a strong financial position based on actuarial prediction methods. There shall be no withdrawals from this account except as necessary to pay the expenses of this policy including: (a) the expense of staffing to replace an employee taking sick leave under this policy; (b) the expense of an employee converting his or her available sick leave to cash upon retirement.

b. Exempt Employees.

EFPD's sick leave policy for exempt employees provides time off with full pay when an exempt employee is unable to work due to illness or injury. The details of the policy are specified below.

(1) Earning Sick Leave.

Exempt full-time employees shall accrue vacation days each year based upon contractual agreement between the exempt employee and the EFPD Board.

8. Leave of Absence.

There are several types of leave of absence: personal, medical, administrative, and training. Each type of leave is discussed below. A member initiates a request for leave of absence by providing a written document to his or her Company Officer, detailing the start date of the leave, the type of leave requested, the reason for the leave, and the anticipated date of return to active status. If approved by the Fire Chief, the Operations

Division will notify the Company Officer and Administration, who will record the change in status in Firehouse and file the request in the member's personnel file.

a. **Personal Leave of Absence.**

A personal leave of absence may be granted for personal, employment, or educational reasons. EFPD considers a leave of absence to be a period of time when an employee will not be participating in some or all EFPD activities, or is not able to fulfill EFPD requirements.

Any employee may request a leave of absence for a period not to exceed one year from the date of approval. Requests for leaves of absence must be submitted in writing to the Fire Chief at least ten (10) business days prior to the start of the requested leave. The request shall set forth the anticipated length of the leave and the reason for the requested leave. The Fire Chief, in his or her sole discretion, may only grant leaves of absence. All EFPD property must be returned to EFPD prior to commencement of the leave. Such requested leaves of absence will be without pay and an employee will be responsible for the costs of any benefits that may continue during such leave.

Nothing in this section guarantees that an employee returning from a personal leave of absence will be reinstated, except to the extent required by Federal or State law.

b. **Medical Leave of Absence.**

An employee may initiate a medical leave of absence. The medical leave is for an employee who cannot participate in certain or all EFPD activities due to temporary medical reasons. Medical leave shall be coordinated, and shall run concurrently, with any leave granted under the Family and Medical Leave Act.

To return from a medical leave of absence, the employee shall provide a clearance from his or her physician or EFPD Medical Records Officer, documenting that the employee is cleared for firefighting duty. Depending upon the reason for the leave, the employee may be required, at the discretion of the Fire Chief, to pass a physical agility test.

c. **Administrative Leave.**

An administrative leave of absence is initiated by the Fire Chief, in his or her discretion or upon the recommendation of an officer, for policy infractions, general insubordination, or other personnel matters within the Fire Chief's discretion. A EFPD-initiated leave requires a document from the supervisor initiating the leave, and detailing the reason and duration of the leave.

The Fire Chief may immediately place an employee on administrative leave for the duration of an incident or a work shift. When an employee is placed on administrative leave, the employee shall immediately leave the scene of the incident and not return to such scene unless ordered to do so. Unless relieved from duty for the duration of the shift, the employee is to return to the employee's assigned station. An employee placed on administrative leave shall not participate in any EFPD functions, except as related to any pending disciplinary actions, unless otherwise directed by the Fire Chief. The administrative leave shall be with pay.

d. Training Leave.

EFPD supports education and training programs that improve the skills, qualifications, and performance of EFPD employees. Training to maintain certifications will receive top priority, however attendance in EFPD scheduled "in-house" training sessions which qualify for minimum certification requirements (see SOP Job Descriptions) do not qualify for pay unless denoted as MANDATORY ATTENDANCE by the Fire Chief.

(1) Training Request.

Full-time employees are allowed up to five days of outside training opportunities per year, at the discretion of his or her supervisor and the Operations Division. The Fire Chief shall approve training for all members above the rank of Lieutenant and all non-line personnel. The Board shall approve training for the Fire Chief that exceeds five work-days per occasion.

In order to request permission to attend training, the member shall complete a training request form and submit it through the chain-of-command to the Training Division for approval. The training request should include a copy of course or seminar information. If the Training Division approves the Training Request the Fire Chief will be notified with an aggregate cost and benefit to the department for outside training expenses. This notification may be in the form of a monthly report from the training division. All outside training events should be based on operational needs of the District. All training requests will include signed agreements for service obligation back to the department. Any employee who terminates while still obligated for service as a result of training provided by the department will be reviewed by the Fire Chief for final settlement of the obligation prior to receiving a final or termination paycheck.

(2) Financial Payments for Training.

EFPD will pay for all mandatory/required EFPD training, to include all associated costs identified by the Training Division. Additionally

maintenance of advanced professional certifications which benefit the operational needs of the district will be paid for training approved by the Training Division. The employee will not be paid for elective training or education, unless approved by his or her supervisor and the Training Division. The employee will be paid for all scheduled shift days while at approved outside training.

(3) Reimbursements for Training.

Upon receipt of invoices, the employee will be reimbursed for fuel, travel, mileage, and lodging expenses incurred while attending the training unless paid in advance for travel expenses. A per diem amount will be prepaid for food and other away-from-home daily expenses.

Travel time is excluded unless it occurs during a normally scheduled shift.

9. Military Leaves of Absence.

EFPD supports military service by its employee as an important civic duty and it is consistent with EFPD's purpose of promoting the health, safety and welfare of the citizens within EFPD's jurisdiction and the State of Colorado. If an employee is called to active military duty or to reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of his or her military orders to the employee's supervisor as soon as practicable. The employee will be granted a military leave of absence for the period of military service and/or training in accordance with applicable Federal and State laws. Military leaves of absence for training or active duty will be with pay for the first fifteen (15) days. Pursuant to a separate written agreement with the employee, the amount of pay to be received by the employee will be offset by the amount of military leave received by the employee during the same days for which paid leave was provided. The member's eligibility for reinstatement and benefits after his or her military duty or training is completed will be determined in accordance with applicable federal and state laws. Military leaves in excess of 15 days shall be unpaid; however, an employee may use accrued vacation leave to cover military leave.

10. Holidays.

Non-line employees will receive the following six paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

2 Discretionary “Floating Holidays”

If the holiday falls on a Saturday, it will be taken the previous Friday. If the holiday falls on a Sunday, it will be taken the following Monday. Holidays not taken will be lost unless prior arrangements are made with the employee’s supervisor.

Non-exempt line-employees on a Berkeley schedule will receive holiday wages equal to the overtime rate for time actually worked. When a holiday falls into a normal overtime rate, and additional .5 times wage will be added to the hourly rate.

Non-exempt line-employees on a <40 hours per week schedule will receive holiday wages equal to one and one-half the hourly rate only for the daytime portion of a scheduled shift. In order to meet staffing levels necessary, the Fire Chief may authorize additional time periods at a holiday rate on an as needed basis.

Non-exempt administrative employees will receive the same six paid holidays as exempt employees.

N. Insurance.

1. Health Insurance.

EFPD participates in group health insurance for paid full-time employees. The effective date for insurance coverage will depend on date of employment and the date the insurance company will include the employee in the group plan. A copy of the plan is on file in EFPD’s administration office. EFPD’s group health insurance plan is subject to review and adjustment, including termination of the benefit, by the Board of Directors at any time in its sole discretion.

2. Dental Insurance.

EFPD does not participate in group dental insurance for employees. This is subject to review and adjustment, including addition or termination of the benefit, by the Board of Directors at any time in the sole discretion of the Board.

3. Vision.

EFPD does not participate in vision coverage for employees. This is subject to review and adjustment, including addition or termination of the benefit, by the Board of Directors at any time in the sole discretion of the Board.

4. Injury/Disability.

Upon employment, an employee will be enrolled in an Accidental Death and Dismemberment Plan. The plan covers the employee both on and off duty. Additionally, the employee is covered by a Worker's Compensation program while on duty.

If the employee is injured on the job and a physician determines that the employee is unable to complete the shift, the employee shall obtain a written statement from the physician and submit it to the employee's supervisor.

Employees injured on the job and unable to work will be placed on injury leave with pay commencing the date when the disability was determined. The determination of the inability to work shall be made by a physician designated by EFPD. Such leave shall not be charged against an employee's accumulated accrued vacation time.

EFPD will pay the employee the difference between Worker's Compensation benefits and regular straight time pay for up to ninety (90) calendar days from the date of the injury. Total compensation from all sources shall not exceed the employee's regular salary.

After the ninety-first day, any additional period of injury leave will be charged to the employee's accumulated comp time and vacation time, in that order.

Authorization to return to work will be made by the Fire Chief or his or her designee.

Unless otherwise limited by law, the Fire Chief may require the injured employee to make an application to the Pension Committee and to the FPPA for disability benefits any time after 120 days from the date of disability, or if the employee has reached maximum medical improvement, as determined by EFPD's doctor and the employee is unable to return to full duty.

O. Workers Compensation Insurance.

To provide for payment of an employee's medical expenses and to facilitate partial salary payments in the event of a work-related accident or illness, employees are covered by Worker's Compensation Insurance through the Colorado Compensation Insurance Authority. The amount of the benefits payable, and the duration of the payments, depends upon the nature of the employee's injury or illness. In general, all reasonable medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided if the employee is absent from work for more than three days. Volunteers actively participating in the Volunteer Program are covered by EFPD's Worker's Compensation Insurance.

1. First Report of Injury.

Any job-related injury, illness or infectious disease exposure must be reported immediately (within 24 hours) to the member's supervisor. This requirement includes even those injuries

which do not require medical treatment. The employee and his or her supervisor or designee will need to complete the form entitled "First Report of Injury." The completed form must be sent to the Fire Chief through normal channels, within four working days of the injury or onset of illness. Strict compliance with these reporting procedures insures that EFPD can assist the employee in obtaining appropriate medical treatment. Failure to follow this procedure may result in the appropriate Workers Compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness. Failure to report promptly any accident involving injury or property damage also may result in disciplinary action up to and including termination.

2. Required Medical Treatment.

If medical treatment is required, the employee should notify his or her immediate supervisor, who will make arrangements for the employee's transport to either EFPD's designated medical care provider or designated EFPD hospital. Medical treatment may be obtained only from EFPD's designated medical care providers, as posted on EFPD bulletin board. When the designated medical care provider is not available, EFPD's designated hospital may be used. In the case of an emergency, or if an employee is outside the district boundary on EFPD business, the employee should go to the nearest emergency medical facility for treatment.

The employee should advise the treating physician that he or she will be making a worker's compensation claim so that the appropriate forms can be completed. The employee will be provided with a copy of the attending physician's form which will include the physician's diagnosis, and a return to work release listing any work restrictions or time off requirements.

3. Administration of Claims.

Workers' Compensation claims are administered by Pinnacol. It is the employee's responsibility to supply any information required and otherwise cooperate fully with the claims administrator, including attending any medical or vocational evaluations required. The employee may be required by EFPD's designated medical care provider to follow a structured physical therapy program.

4. Questions Regarding a Claim.

Questions regarding Workers' Compensation Insurance claims should be directed to the Executive Administrator. If EFPD office personnel are unable to answer the question, they will direct the employee to the appropriate information source.

5. Non-covered Injuries/Illnesses.

Notwithstanding any other provision of these regulations, no leave or compensation shall be granted for any disability resulting in whole or in part from the following:

- a. Addiction to a controlled substance, the use of which is prohibited in Article XVIII of Title 18, C.R.S.
- b. Engaging in any act for which the member has been convicted of a felony; or,
- c. Any intentionally self-inflicted injury.

6. Return to Work.

a. Determination of Ability to Return to Work.

Determination of a member's ability to return to work following an injury or illness, shall be made by the Fire Chief upon consideration of the reports made by EFPD's designated medical care provider. If a separate physician retained by the member at the member's sole expense disagrees with the findings of EFPD's designated medical care provider, the determination shall be made by a panel of two physicians designated by the Fire Chief. A member may be required to pass a physical agility test before being cleared for work.

b. Return-to-Work Release.

A return-to-work slip will be required for members of EFPD under the following circumstances:

- (1) The member has been off-work for more than three (3) eight (8) hour shifts, three (3) twelve (12) hour shifts or two (2) twenty-four (24) hour shifts; or
- (2) In the opinion of the member's supervisor, the employee is unable to perform his or her duties; or

c. Absence Due to Serious Medical Condition.

A member returning to work pursuant to this paragraph must bring an attending physician's form, "Return to Duty Release." Copies of all forms and releases from the initial visit and any subsequent visits must be forwarded to the Executive Administrator by the treating physician. A member released for duty by a physician other than EFPD's designated medical care provider shall obtain a written release from the treating physician and present it to the supervisor in charge before the close of business (1700 hours) on the day prior to the member's return to work, in order to obtain an official return-to-duty slip.

P. Modified Light Duty.

EFPD realizes that some injuries may require a rehabilitation phase during which modified or light duty work status may play an important part of an individual's process of recovery. Additionally, an individual may have a temporary physical restriction during which time he or she can continue to contribute in other ways to EFPD.

All employees who have been injured or have been treated for an injury or injuries will be given every opportunity to return to work either in a modified light duty status or in a non-restricted full duty status according to the recommendations of EFPD's designated physician and with the Fire Chief's approval.

Other situations, such as pregnancy, may arise in which it also may be appropriate to place an employee on modified light duty.

1. Procedure for a EFPD-Related Injury.

Employees who have been injured in a EFPD-related activity should have been processed through EFPD's Worker's Compensation system. EFPD's designated physician will determine the scope and course of rehabilitation and light duty needed. The employee's supervisor and the Operations Captain must be notified as soon as possible about the injury and the scope of light duty.

2. Procedure for Non-EFPD Related Injury.

In all cases where the injury or situation was not related to service with EFPD, application for modified light duty status and an accompanying physician's statement should be submitted in writing to the employee's supervisor. The supervisor, and the Fire Chief, shall review the application and statement. Examination by EFPD's designated physician may also be required, and will be paid for by EFPD.

The Fire Chief, after having the opportunity to confer with EFPD's designated physician and after reviewing all of the recommendations of the designated physician, will determine the appropriate work load and the appropriate work environment for an employee on modified light duty. A timeline will be established with the employee and the physician to determine the length of the light duty assignment.

3. Procedure for Return to Unrestricted Status.

No employee, after being treated for an injury and placed on modified light duty, shall be allowed to return to his or her unrestricted work status without the direct, written consent of EFPD's designated physician and the Fire Chief's approval.

To return to unrestricted duty from modified light duty, an application to return to unrestricted status and an accompanying physician's statement shall be submitted in writing to the employee's supervisor. The supervisor and the Fire Chief will review the application and statement. Examination by EFPD's designated physician may be required. Successful completion of EFPD's Physical Agility Test may be required.

Q. Fitness for Duty After Illness or Injury.

Any employee who has been on leave as a result of illness or injury may, at the discretion of the Fire Chief or his or her designee, be required to perform a fitness for duty examination to determine the employee's ability to perform the essential functions of the employee's position; this will be done at district expense when required by the district..

R. Leave and Disability Provisions Subject to Family and Medical Leave and the Americans with Disabilities Act.

All of the provisions set out in this Section regarding sick leave, injury, medical leave, modified duty and disability are subject to the terms of the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA") and related State laws, so that to the extent any provision herein is deemed to be inconsistent with the FMLA or the ADA (or related State laws), the FMLA and ADA (or related State laws), where applicable, shall control.

S. COBRA/Continuation of Benefits.

Upon separation from EFPD, an employee may elect to continue group medical coverage at group rates. The former employee pays the required full, unsubsidized monthly premium.

Administrative charges may be added to the monthly premium. Continuation of coverage is for a limited amount of time as determined by federal guidelines and applicable law.

T. Unscheduled Absence.

An incident of unscheduled absence occurs when an employee fails to appear or report for a scheduled work time, or any group of duty days, without prior permission. Unscheduled time off may be used only in cases of illness or emergency. The Fire Chief will determine what constitutes an emergency. Unscheduled absences of three or more consecutive duty days due to illness require a physician's statement certifying the absence.

1. Reporting.

Absences must be reported to the on-duty Officer or other designated person within one hour prior to the scheduled start time on the first day of absence and each day thereafter, unless emergency conditions make it impossible or previous arrangements have been made. During an extended illness, an employee must report weekly.

2. No Call or No Show.

A "No Call" occurs when appropriate notice of an unscheduled absence is not made by the employee, but the employee reports for work during the scheduled shift. A "No Show" occurs when the employee does not make appropriate notice of an unscheduled absence, and the employee does not report for work during the scheduled shift.

3. **Discipline.**

Every unscheduled absence requires a written explanation of the incident submitted to the Fire Chief upon returning to work. The report will be reviewed and placed in the employee's personnel file. Excessive unscheduled absences will result in counseling with the Fire Chief, and may result in corrective or disciplinary action. Two or more No Calls and/or No shows within one year may result in corrective or disciplinary action.

4. **Other.**

The on-duty Officer receiving notice of an unscheduled absence will make arrangements for an employee of equal certification to hold over until relieved by an appropriate replacement, in accordance with the procedures outlined in the Standard Operating Guidelines.

U. Fitness and Wellness Guidelines

EFPD strives to make sure its employees are as healthy and fit as possible. Toward that end, a comprehensive program of fitness and wellness is offered to all employees. Comprehensive physical examinations and physical fitness screenings shall be conducted in accordance with the Standard Operating Guidelines.

Section 7

VOLUNTEER PROGRAM

A. Probationary Volunteer.

1. Position Summary.

All volunteers appointed by EFPD are placed on probation. The probationary period is considered a time when a new volunteer learns the duties he or she will be required to perform his or her position. This policy serves to give the probationary volunteer a realistic picture of what will be expected as a volunteer.

2. Term of Probation.

The probationary period is twelve months from the date of appointment. As a volunteer approaches the 12-month anniversary, the volunteer should petition their supervisor or company officer to be removed from probation and granted Active Volunteer status.

Volunteers with prior emergency service and fire service experience may petition to be removed from probation sooner than twelve months.

3. Satisfaction of Probation.

The Operations Division and the Training Division shall meet to consider a volunteer's request to be removed from probation, as needed. A volunteer's petition to be removed from probation shall be passed to the volunteer's Company Officer, who will forward it to the Fire Chief.

Volunteers who have not satisfactorily completed probation at the end of the probationary period shall be dismissed from EFPD. If sufficient extenuating circumstances apply, the volunteer may petition the Operations Division and the Training Division for an extension to the probationary period by written letter or electronic mail.

Volunteers who have taken an authorized leave of absence during the probationary period will be granted an extension to the probationary period for the duration of the leave.

4. Limitations of Probationary Volunteers.

Probationary volunteers shall:

- a. Not install emergency equipment on or in his or her personal vehicle, except when the volunteer is authorized to do so by another agency. In such cases, the volunteer shall not utilize the other agency's emergency equipment on EFPD calls;
- b. Attend business meetings and trainings as required;
- c. Not serve as an Officer;
- d. Not use SCBA, except as provided in the Standard Operating Guidelines;
- e. Not drive any EFPD fire apparatus, except on a controlled course under direct supervision of an Apparatus Proctor or Officer;

5. Expectations of Probationary Firefighters.

During their probationary period, volunteers are expected to learn as much as they can about EFPD operations, fire and rescue techniques and tactics, EMS techniques and procedures, and station operations. Additionally, probationary Firefighters who have completed the Colorado FFI certification shall receive their SCBA certification.

B. Rookie Orientation.

All probationary volunteers shall participate in a Rookie Orientation, which shall be completed as a condition to satisfactorily completing probation.

C. Monthly Meetings.

All volunteers are required to attend a percentage of the monthly company meetings, as established by the Fire Chief or his or her designee. Special announcements will be made at these meetings.

D. Performance Evaluations.

Fire fighting is the most dangerous profession in the United States; as such, a high level of training and participation is necessary for volunteers to function in a safe manner. EFPD is responsible for not only the safety of the volunteers; but it is also responsible for the safety of the citizens of EFPD. To be able to deliver an acceptable level of service to the citizens of EFPD, EFPD must ensure that the volunteers are well trained and able to function within EFPD operations. To help ensure proper training and adequate participation of volunteers, a bi-annual review will be performed for all volunteers.

E. Assignment.

All volunteers are initially assigned to the Training Division for completion of the basic firefighter academy, EFPD orientation, and additional instruction as needed. Once Training Division determines that the volunteer is ready for a company assignment, the Operations Division will make the necessary assignment.

F. Tuition Assistance.

EFPD considers tuition assistance to be a privilege accorded to active volunteers of EFPD. In order to maintain fairness in the distribution of funds, Volunteers wishing to receive reimbursement for tuition and expenses related to training are expected to earn the funds through continued service to EFPD after the completion of the training. Reimbursement of training tuition and expenses shall be handled in accordance with the Standard Operating Guidelines.

G. Training.

In addition to all training requirements set forth in the EFPD's Standard Operating Guidelines, all active volunteers are required to satisfy a minimum of 50 EFPD training hours per year, of which 36 must meet the requirements for pension credit. EFPD training hours will be evaluated periodically by Training Division and notifying Operations Division of the results.

H. Corrective Actions and Disciplinary Actions.

In addition to the causes for corrective action or discipline set forth in Section 8, or elsewhere in this Handbook, volunteers may be issued corrective actions, or disciplined, for failing to, but not limited to:

1. Work required service hours, as evaluated quarterly;
2. Attend mandatory training or meetings, including a percentage of the monthly volunteer firefighter meetings and training, as established by the Fire Chief or his or her designee;
3. Report to the station when notified of an emergency call-in, without reasonable cause;
4. Pass required certification and physical examinations; and
5. Maintain a satisfactory performance appraisal.

I. Volunteers Substituting for Employees.

Qualified volunteers may substitute for an employee without compensation. When they substitute for any of the employees in order to guarantee a minimum staffing status on the first-out Engine. Volunteers who wish to perform this must meet the following minimum qualifications:

1. Full active non-restricted volunteer status.
2. Colorado State Firefighter I certified or higher certification.
3. Colorado State EMT – B certified, or higher medical certification.

Additionally, a volunteer who wishes to serve as the Engineer must be certified as an Engineer as defined in the Standard Operating Guideline's.

J. Retired Volunteers.

Retired volunteer status is awarded in recognition of a significant contribution to EFPD in terms of years of service. Volunteers who serve EFPD for a minimum of ten years and elect to leave EFPD, for any reason, are automatically reclassified as retired volunteers. To qualify for a full EFPD pension a volunteer must be fifty years of age and must have accrued a total of twenty years of active service at the time of retirement. A volunteer may qualify for a partial pension if they have served at least ten, but less than twenty, years of service at the time of retirement. Payment of partial or full pension benefits does not commence until the retired volunteer reaches fifty years of age.

The volunteer pension benefit will be adjusted to reflect an anniversary date commensurate with the number of days that a volunteer member has been paid for service to EFPD such as for a wildland call-out or other contracted activity, or for periods of leave where the member was not in active service to EFPD.

Retired volunteers may receive the following privileges, at the discretion of the Fire Chief:

1. Attendance at all regular membership meetings;
2. Attendance at all training sessions as an observer;
3. Invitation to attend all EFPD social functions;
4. Receive appropriate EFPD correspondence; and
5. Other privileges, as deemed appropriate by the Fire Chief.

Retired status does not entitle the retired volunteer to all the privileges of an active volunteer. For example:

1. Personal vehicles cannot display any emergency equipment or EFPD emblem of any kind;
2. Response as driver or passenger on any emergency call utilizing EFPD vehicles or apparatus;
3. Response to fire or medical scenes; and
4. Voting on EFPD business.

Retired volunteers hold this irrevocable status for life, so long as they comply with this policy.

K. Uniforms for Volunteers.

Volunteers are expected to present a professional and neat appearance to the public, and shall adhere to the dress code outlined in the Standard Operating Guidelines.

L. Reinstatement Policy.

EFPD has established a policy that permits volunteers who have left EFPD in good standing to be reinstated under certain conditions. This policy also provides a method for volunteers who need time beyond the limits of the Personal Leave of Absence policy to return to EFPD. The reinstatement policy, and the conditions for reinstatement, are set forth in EFPD's Standard Operating Guidelines.

M. Volunteer Incentive Program.

To encourage volunteer participation in general, participation with their shifts, and attendance specifically on calls toned out as Structure Fires, the Board acknowledges the importance of providing the volunteers with incentives. Such incentives will be provided in accordance with the Standard Operating Guidelines.

N. Volunteer Benefits.

In addition to the intangible benefits derived by providing service to the community and gaining invaluable training and experience, the following benefits are made available by EFPD to its volunteers.

1. **Expense Reimbursement.**

After appointment, volunteers may receive reimbursement of certain expenses related to their service to EFPD. The expense reimbursement offered by EFPD compensates volunteers for "usual" or "average" expenses and does not require accounting for actual expenses occurred. There is no expense reimbursement for shift, training or meeting attendance, unless specifically authorized by the Fire Chief for special circumstances.

2. **Pension.**

All volunteers are included in the Volunteer Firefighters' Pension Program.

3. **Educational Expenses.**

EFPD supports continuing education and advanced training, and may make certain training opportunities available to volunteers. In return for EFPD sponsorship and tuition payment for select courses or classes, a volunteer may be required through a separate agreement to commit to a specified period of service to EFPD, or reimburse EFPD for the education expense paid on behalf of the volunteer, including but not limited to, tuition, books, classroom materials, etc. Additional details are set forth in the Tuition Agreement.

4. **Seminars, Classes.**

On a case-by-case basis, volunteers may be allowed to attend seminars and classes with class fees paid by EFPD.

5. Workers Compensation Insurance.

To provide for payment of a volunteer's medical expenses and to facilitate partial salary payments in the event of a work-related accident or illness, volunteers are covered by Worker's Compensation Insurance through the Colorado Compensation Insurance Authority. The amount of the benefits payable, and the duration of the payments, depends upon the nature of the volunteer's injury or illness. In general, all reasonable medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments may be provided if the volunteer is absent from work for more than three days. Volunteers actively participating in EFPD's Volunteer Program are covered by EFPD's Worker's Compensation Insurance. Injuries shall be reported in accordance with the Standard Operating Guidelines.

6. Leave Benefits

The following leave benefits are available to all eligible volunteers of EFPD.

a. Emergency Leave.

EFPD allows a volunteer to be excused from finding replacement coverage due to the grave illness or death of an immediate family member at the discretion of the Fire Chief. Immediate family includes parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, or grandchildren. A volunteer may use this benefit once per calendar year. Exceptions due to multiple occurrences in one year may be granted at the discretion of the Fire Chief.

b. Jury Duty Leave.

EFPD allows a volunteer to be excused from finding replacement coverage due to being called for jury duty, if (1) the volunteer submits a copy of the jury summons to his/her supervisor as soon as it is received; and (2) the volunteer provides his/her supervisor with proof of actual jury service after the jury duty is completed. A volunteer excused for jury duty shall return to a scheduled shift when dismissed from jury duty or when the jury is not in session during the volunteer's previously scheduled shift. EFPD will make no attempt to have a volunteer's jury service postponed except when business conditions necessitate.

c. Witness Leave.

A volunteer who is subpoenaed to produce documents, provide deposition testimony or appear in court on a EFPD-related matter shall immediately notify his/her supervisor. The volunteer will be excused from any previously scheduled shifts in order to accommodate the witness leave.

A volunteer who is subpoenaed to appear at deposition or in court as a witness in a non-EFPD matter will be excused from any previously scheduled shift(s) if the

volunteer furnishes a copy of the subpoena to his/her supervisor promptly upon receipt. A volunteer excused from witness duty shall report to a previously scheduled shift immediately upon completing his/her testimony.

d. Voting Leave.

EFPD believes voting is an important responsibility we all assume as citizens. Under most circumstances, it is possible for a volunteer to vote either before or after a scheduled shift, use absentee ballots, or take advantage of early voting procedures to avoid time off from a scheduled shift. EFPD will, however, grant time off to vote in accordance with applicable law. The volunteer must submit a request for time off to vote before the day of the election.

During the day of election, a volunteer shall be granted a period of two hours during the time the polls are open to vote. EFPD will specify the hours during which the volunteer may be absent; provided, however, that, at the volunteer's request, the hours will be scheduled at the beginning or end of the volunteer's regularly scheduled shift on election day. Notwithstanding the foregoing, the Fire Chief or his or her designee may, in his or her discretion, deny a volunteer's request for time off to vote, if the volunteer's hours of work on the day of the election are such that there are three or more hours between the time of opening and the time of closing of the polls during which the volunteer is not required to be on duty.

e. Family/Medical Leave.

A non-probationary volunteer may request a leave of absence for the care of a child after birth or adoption or placement with the volunteer for foster care, the care of a spouse, child or parent with a serious health condition, or in the event of a volunteer's own serious health condition. Leaves will be limited to a maximum of 30 days in a twelve-month period, except leaves for the volunteer's own serious health condition, which may, in the Fire Chief's discretion, be granted for up to 12 weeks in any twelve-month period, and which may be taken intermittently. A "twelve-month period" shall mean a "rolling twelve-month period" measured backward from the date of a volunteer's last use of family/medical leave. Leave requests must be made at least 30 days in advance of the date the volunteer would like the leave to begin or, in emergency situations, with as much advance notice as is practicable.

Volunteers requesting family/medical leave may be required to provide medical certification from the family member's treating physician or the volunteer's treating physician, as appropriate, attesting to the nature of the serious health condition, probable length of time treatment will be required, and in the case of a family member's serious health condition, the reason the volunteer is required to care for the family member. From time to time, volunteers also may be required to provide additional physician's statements at EFPD's request.

Except as required by Federal or State law, reinstatement will not be guaranteed to any volunteer requesting a leave under this provision; however, EFPD will endeavor to place a volunteer returning from leave in his/her former position, if it is available and reinstatement meets the business needs of the District.

f. Personal Leave.

A volunteer may request a leave of absence for personal reasons other than those set forth in subsections (a) through (e), above, for a period not to exceed 90 days from the date of approval. A request for personal must be submitted in writing to the Fire Chief at least five (5) business days prior to the start of the requested leave. The request shall set forth the anticipated length of the leave and the reason for the requested leave. Only the Fire Chief, in his or her sole discretion, may grant a personal leave. All EFPD property must be returned to EFPD prior to commencement of the personal leave. Except as required by Federal or State law, reinstatement in the volunteer program will be at the sole discretion of the Fire Chief.

Subject to Federal or State law, if, for whatever reason, a volunteer's personal leave extends past 90 days, the volunteer shall be deemed to have abandoned the volunteer position, and he/she shall be automatically terminated without further notice or action by BRFPD. The volunteer may seek to be reinstated using the procedures outlined in the Standard Operating Guidelines manual.

g. Administrative Leave.

The Fire Chief, on his/her own action or on an officer's recommendation, may in his/her discretion, place a volunteer on administrative leave for violation of BRFPD's rules, policies or procedures, including immediately placing a volunteer on administrative leave for the duration of an incident or a work shift(s). When a volunteer is placed on administrative leave, the volunteer shall immediately leave the scene of the incident, or the fire station, as appropriate, and not return to the scene or fire station unless ordered to do so. A volunteer placed on administrative leave shall not participate in any EFPD functions, except as related to any pending disciplinary actions, unless otherwise directed by the Fire Chief.

h. Military Leave.

EFPD supports military service by its volunteers as an important civic duty and it is consistent with EFPD's purpose of promoting the health, safety and welfare of the citizens within EFPD's jurisdiction and the State of Colorado. If a volunteer is called to active military duty or to reserve or National Guard training, or if the individual volunteers for the same, the volunteer should submit copies of his/her military orders to the volunteer's supervisor as soon as practicable. The volunteer will be granted a military leave of absence for the period of military service and/or training. The

volunteer's eligibility for reinstatement to EFPD's volunteer program after his/her military duty or training is completed will be determined in accordance with applicable federal and state laws.

O. Modified or Light Duty.

The Eaton Fire Protection District Fire Protection EFPD realizes that some injuries or illnesses may require a rehabilitation phase during which modified or light duty work status may play an important part of an individual's process of recovery. The procedure for requesting modified or light duty, the terms and conditions upon which modified or light duty may be granted, and the requirements for documentation from the volunteer's treating physician are set forth in EFPD's Standard Operating Guidelines.

P. Fitness and Wellness Guidelines

EFPD strives to make sure its volunteers are as healthy and fit as possible. Medical examinations and physical fitness screenings, including a physical agility test, shall be conducted in accordance with the Standard Operating Guidelines.

Q. Return to Work.

1. Determination of Ability to Return to Work.

Determination of a volunteer's ability to return to work following an injury or illness, shall be made by the Fire Chief upon consideration of the reports made by EFPD's designated medical care provider. If a separate physician retained by volunteer at the volunteer's sole expense disagrees with the findings of EFPD's designated medical care provider, the determination shall be made by a panel of two physicians designated by the Fire Chief. A volunteer may be required to pass a physical agility test before being cleared for work.

2. Return-to-Work Release.

A return-to-work slip will be required for EFPD volunteers under the following circumstances:

- (1) A volunteer returning to volunteer duties after a medical leave granted pursuant to subsection (e) above; or,
- (2) In Fire Chief has a reasonable concern as to whether the volunteer is able to perform the essential duties of his/her position.

A volunteer released for duty by a physician other than EFPD's designated medical care provider shall obtain a "Return to Duty Release" from the treating physician and present it to the supervisor in charge before the close of business (1700 hours) on the day prior to the volunteer's return to work, in order to obtain an official return-to-duty slip. The member may be sent to the District's designated physician to obtain final clearance for

duty. The member may be required at the discretion of the Fire Chief or the District's physician to successfully pass the District's Physical Ability Test before returning to work

Section 8

MEMBER DISCIPLINARY AND CORRECTIVE ACTIONS

A. Corrective and Disciplinary Actions Not Progressive.

Corrective and disciplinary actions of EFPD are not progressive. Nor does EFPD have a step-discipline policy. EFPD will impose the corrective or disciplinary action it deems appropriate under the specific facts and circumstances. In imposing corrective or disciplinary action, EFPD may consider any prior corrective or disciplinary action imposed against the member.

B. Corrective Actions.

Corrective actions are not disciplinary actions. Corrective actions may be either oral or written. A corrective action is intended to notify a member of conduct that is not in conformance with the rules, policies or procedures of EFPD, or otherwise is inappropriate or deficient, so that the member can promptly take appropriate action to insure that such conduct does not occur again. While a corrective action is not a disciplinary action, it can form the basis for a disciplinary action. In accordance with EFPD's policy against progressive discipline, EFPD has no obligation to take corrective action before taking disciplinary action, up to and including termination.

An oral corrective action may be imposed at any time by any supervisor. An oral corrective action may be documented. If the oral corrective action is documented, a copy of the documentation shall be placed in the member's personnel file, and a copy shall be given to the member. A written corrective action may be imposed at any time by any supervisor. The member shall be given a copy of the written corrective action. The member shall meet and discuss the written corrective action with his or her supervisor, and will acknowledge in writing that he or she discussed the written corrective action with his or her supervisor if requested to do so. Copies of the written corrective action and the member's acknowledgement shall be placed in the member's personnel file.

A member may appeal a corrective action through the chain of command to the Fire Chief. The member must submit any appeal to the next highest ranking officer or supervisor in the member's chain of command above the officer or supervisor issuing the corrective action within ten business days of the member's receipt of the corrective action. The Fire Chief's decision is the final decision of EFPD for all purposes. Under no circumstances shall a member attempt to appeal a corrective action directly to the Board. Any attempt to appeal a corrective action directly to the Board may result in immediate termination of the member.

C. Disciplinary Actions.

1. Discipline of Volunteers.

The Fire Chief will determine procedures to be used for discipline of a volunteer based upon the facts and circumstances forming the basis for the discipline. The Fire Chief may choose to use the disciplinary procedures set forth in this Section 8, or the Fire Chief may choose to use other disciplinary procedures that the Fire Chief deems to be appropriate under the facts and circumstances. A supervisor intending to discipline a volunteer shall, prior to imposing such discipline, confer with the Fire Chief regarding the procedures to be used in connection with the discipline; notwithstanding the foregoing, a supervisor may relieve a volunteer of active duties at any time, if, in the supervisor's sole discretion, the supervisor determines the volunteer presents a danger to the public or any member or representative of EFPD.

2. Causes for Disciplinary Action.

Nothing in this Section 8 is intended to create a progressive or step-discipline expectation or policy, or alter the at-will status of EFPD's members (i.e., each member may be terminated with or without cause at any time); however, EFPD may take appropriate disciplinary action, up to, and including termination, in the event of any of the following:

- a. Violation of this Handbook, the Standard Operating Guidelines or any other rule, policy or procedure of EFPD.
- b. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor.
- c. Unauthorized release of information regarding EFPD, its members, guests or persons to whom it has rendered a service.
- d. Unauthorized use or removal of property belonging to EFPD, other EFPD members, or guests or persons served by EFPD.
- e. Violation of EFPD's conflict of interest rules and policies.
- f. Carelessness, negligence, or misuse of EFPD property, whether or not resulting in injury to members, apparatus, or other property.
- g. Willful destruction of EFPD property or the property of others.
- h. Falsification of, or material omission from, an employment or appointment application or any other EFPD record.
- i. Violation of EFPD's drug and alcohol policy.
- j. Failure to perform assigned duties in a satisfactory manner.

- k. Unexcused absence.
- l. Leaving EFPD premises, job site or incident scene without a legitimate reason, permission of the supervisor or proper relief during absence. For example, if a member becomes ill while on duty, he or she must notify his or her supervisor prior to leaving.
- m. Violation of EFPD's smokeless tobacco and smoking 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 EFPD guests, customers or other EFPD members.
- p. Violation of EFPD's Hair Regulations 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 EFPD records, reports, or other data or information belonging to EFPD.
- v. Failure to report violations of safety policies and procedures.
- w. Failure to properly use safety gear, clothing, or equipment.
- x. Violation of EFPD's Conflicts of Interest and Personal Gain Policies.
- y. Using EFPD vehicles, equipment, or property for unauthorized 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 EFPD badge or other official EFPD insignia or who bears EFPD 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 EFPD Fire Chief.
- dd. Using badges or credentials for preferential treatment or personal gain.
- ee. Unauthorized use of EFPD funds and/or credit cards.

3. Reasons for Discipline Not Comprehensive.

The foregoing is not a comprehensive list of the reasons for which a member may be subject to disciplinary action, including but not limited to termination. Again, violation of any provision of this Handbook or any other EFPD rule, policy or procedure, or any verbal or oral order or instruction of a supervisor may result in disciplinary action.

D. At Will Employment and Volunteer Services.

Notwithstanding the foregoing causes for discipline, all members of EFPD are "at will," and may leave EFPD at any time without cause or notice. Similarly, EFPD may terminate a member at any time without cause, subject only to the requirements of Federal and State law.

E. Reporting Violations.

It is the responsibility of every member to document in writing any violations of this Handbook, or any other rule, policy or procedure of EFPD to the member's immediate supervisor.

F. Procedure for Discipline.

The member's supervisor shall determine the discipline to be recommended to the Fire Chief based upon the specific facts and circumstances of the case, and considering the member's prior work performance, including, but not limited to any prior discipline or corrective action. If, based upon all of the facts and circumstance of the case, the supervisor believes that discipline is warranted, the supervisor may recommend the following forms of discipline:

1. Verbal Warning
2. Written Reprimand
3. Suspension
4. Suspension without pay
5. Fine
6. Demotion
7. Termination

Suspensions without pay of less than one day shall not be imposed on exempt employees. An exempt employee may be fined for violations of safety rules of major significance.

1. **Charges.**

Subject to Section 8(C)(1) above, regarding discipline of volunteers, notice to the member of a violation of any of EFPD's rules, policies or procedures for which disciplinary action involving suspension, suspension without pay, termination or demotion is recommended shall be provided to the member through formal written charges.

2. **Charges Must Include Written Specification of Alleged Acts.**

All charges must be accompanied by a brief written specification of the wrongful conduct of the member with sufficient detail that the member can reasonably ascertain the specific alleged act(s) or omission(s) upon which the charges are based and EFPD's rules, policies or procedures the member is alleged to have violated. To the extent practicable the charges should include the time, date, and place, the alleged acts took place, and the names of any witnesses.

3. **Presenting Member With Charges.**

The member may be presented with the charges in person, or by registered, return receipt mail at the member's last residential address on file with EFPD.

4. **Member to Schedule Meeting with the Supervisor Recommending Discipline.**

Within five (5) days (excluding weekends and holidays) of presentment of the charges to the member in person, or if presented by mail, within five (5) days of EFPD's mailing of the charges, the member against whom the charges are directed is required to, and has the responsibility to, make an appointment to meet with the disciplining supervisor to discuss the charges. Unless the supervisor who is recommending discipline is on vacation or otherwise unavailable for similar reasons, the meeting shall be held within fifteen (15) days (excluding weekends and legal holidays) after the charges are presented or mailed. If the supervisor who is recommending discipline cannot hold the meeting within the 15-day period due to unavailability, he or she shall meet with the member within five days of his or her availability.

5. **Time for Response.**

A member who has been presented with disciplinary charges shall have five (5) days (excluding weekends and holidays) after the charges are presented in person or mailed in which to submit a written reply to the charges; provided, however, that if a meeting with the supervisor who is recommending discipline has been scheduled within the five (5) day period for submitting a written reply, the member shall submit his written reply at least 24 hours prior to the meeting.

6. Supervisor's Recommendations.

After meeting with the member as provided in Section 8(F)(4), above, and considering any written response provided by the member pursuant to Section 8(F)(5), above, the supervisor recommending discipline shall submit written recommendations of discipline to the Fire Chief, along with all documentation or response submitted by the member.

7. Fire Chief's Decision on Recommendations.

The Fire Chief shall issue a decision on the recommendations of the supervisor within fifteen (15) days of receiving the recommendations, or as soon thereafter as practical.

8. Disciplinary Action by the Fire Chief.

The Fire Chief may, at any time, commence disciplinary action against a member. The Fire Chief shall provide the member with the notice of charges as set forth in Section 8(F)(1) and (2) above. The member shall schedule a meeting with the Fire Chief to discuss the charges as provided in 8(F)(4), above. The member shall provide a written response as provided in 8(F)(5), above. The Fire Chief shall issue his or her decision within fifteen (15) days of his meeting with the member, or as soon thereafter as practicable.

9. Fire Chief to Advise Board of Proposed Termination.

In situations where the Fire Chief determines that a member should be terminated, the Fire Chief shall send written notification to the Board, or its designated representative, advising the Board of the Fire Chief's decision to terminate the member. The notification shall be sent to the Board prior to the member's termination. This notification does not create any right of appeal to the Board by the member.

G. Personnel File.

Any disposition of a corrective or disciplinary action shall be permanently maintained in the member's personnel file.

H. Discipline of the Fire Chief.

The Board shall have the sole discretion with respect to the timing, method and manner of discipline of the Fire Chief.

Section 9

DISPUTE RESOLUTION PROCEDURES

A. Scope.

This Section shall not apply to any aspect of any corrective or disciplinary action. Any member may use the following dispute resolution procedure for any grievance concerning any rule, policy or procedure of EFPD, or any action of EFPD that does not involve any aspect of any disciplinary or corrective action. This section also shall not apply to disputes concerning pension matters, which shall be handled in accordance with the rules and regulations of EFPD Pension Board and applicable State law.

B. Application for Resolution of a Dispute.

Any application for resolution of a dispute shall be made in writing to the applicant's supervisor in the chain of command, and shall be received no later than 15 calendar days after the action which is the subject of the dispute. The application shall, at a minimum, contain the following information:

1. The date of the disputed action or interpretation, and the date of submittal of the application;
2. The supervisor in the chain of command to whom the application is addressed;
3. The name of the member filing the application;
4. A description of the dispute; how, when and where it arose; the parties involved; and its present status;
5. All documentary evidence in support of the application must accompany the application; and,
6. The relief sought or a proposal for resolution of the dispute.

C. Chain of Command Procedure Upon Filing Application.

1. Action by Supervisor Receiving Appeal.

The supervisor to whom the application is addressed ("reviewing officer") shall acknowledge receipt of the application in writing to the applicant within five calendar days.

If all the information required to be in the application is not present, the reviewing supervisor shall return the application to the member within five days after receipt of the application with an explanation of why the application is incomplete.

Applicants are hereby notified that the 15-day period for submitting a satisfactory and complete application is not tolled or suspended during the time taken by the reviewing supervisor during the review of an incomplete or untimely application. An untimely or incomplete application may be dismissed at any time.

Unless the applicant agrees in writing to a longer period, within 15 calendar days of acknowledging receipt of a complete application, the reviewing supervisor shall make such investigation as may be appropriate under the circumstances and shall then take one of the following three actions and communicate the same, in writing, to the applicant:

- a. Resolve the dispute in the best interests of EFPD, if it is within the reviewing supervisor's authority; or
- b. Sustain the action disputed by the applicant; or
- c. If the reviewing supervisor believes the application has merit but is unable or is without authority to resolve the dispute, the reviewing supervisor shall state his or her recommendation in writing to the next higher ranking supervisor in the chain of command.

2. Processing Through the Chain of Command.

If the reviewing supervisor fails to take one of the three actions specified in Paragraph C(1) of this section within the applicable time period, or if the applicant disagrees with the reviewing supervisor's decision, the applicant may, within five days of the last date that the reviewing officer may respond, take the completed and timely application to the next higher officer in the chain of command. That supervisor shall have five days to take action under the preceding paragraph and to communicate the same, in writing, to the applicant. In the event of continued failure to respond, this procedure and the five-day time limits are repeated through the chain of command. A reviewing supervisor may be subject to discipline for failure to respond in a timely manner to an application for dispute resolution. An applicant may withdraw his or her application or otherwise terminate the processing of his or her application at any time by written notice to the supervisor reviewing the application at that time.

3. Presumption of Resolution.

The dispute shall be presumed resolved in favor of EFPD, if the applicant fails to make a written request to the next higher ranking supervisor in the chain of command to review the matter within five days of a decision from a previous supervisor, or within five days of any supervisor who has failed to respond to a request for review.

D. Fire Chief's Decision Final.

The Fire Chief's decision on any grievance shall be the final decision of EFPD for all purposes.

E. Rules for All Dispute Resolution Efforts.

The following shall apply to all dispute resolutions:

1. Representatives.

An appeal shall be processed by the applicant personally, unless it is reviewed by the Fire Chief, in which case the member may designate a representative to appear on the applicant's behalf at any meetings or hearings. An applicant who chooses to be represented may do so only through legal counsel.

2. No Delay of Duty.

In no event may a member delay performance of assigned duties for the purpose of preparing or filing an application.

3. Costs and Fees.

An applicant shall be responsible for paying of his or her own expenses, including reporting and transcript costs, and the fees of any representative acting on behalf of the applicant.

4. Absence from Scheduled Duty.

An applicant shall make up time absent from scheduled duty to attend meetings or hearings concerning the application. Whenever another member is required to substitute for the applicant in his or her absence and is paid overtime to do so, EFPD may require the applicant to pay for the added expense of the overtime member to compensate EFPD for the applicant's absence.

5. Frivolous or Groundless.

No member shall file an application that is frivolous or groundless. In the event the Fire Chief determines that an appeal is frivolous or groundless, the applicant may be assessed EFPD's costs, expenses and attorneys' fees associated with the application.

6. Dismissal of Application.

Any dispute which is not presented by the applicant in accordance with this Handbook shall be dismissed and may not be reinstated except within the time limits stated herein.

7. Cooperation.

All members shall cooperate with both the applicant and EFPD in the investigation of any dispute, including providing evidence and giving truthful testimony in any meeting or hearing. Applicants who wish to interview other members shall arrange such interviews with the Fire Chief. Anyone desiring to appear or have another appear as a witness to a hearing before the Fire Chief shall so inform the Fire Chief at least seven days in advance of the hearing so that the Fire Chief may inform counsel for EFPD, and the applicant of such desire.

8. Applicants Represented by Legal Counsel.

Applicants who are represented by legal counsel shall instruct their counsel to discuss the subject matter and procedural requirements of the application process with, and to communicate to, EFPD through EFPD's legal counsel.

MEMBER ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the June 1, 2012 Personnel Handbook of the Eaton Fire Protection District , and that the Handbook and any subsequent amendments supersede all prior rules, regulations, policies and procedures of EFPD dealing with similar subject matter.

I understand that the Board of Directors and/or the Fire Chief of EFPD has the right to change the rules, policies, procedures and benefits of EFPD at any time without notice, subject only to the requirements of Federal, State or local law.

I further understand that the Personnel Handbook of EFPD, as amended from time to time, applies to all paid employees of EFPD and, except where expressly excluded, to all volunteers of EFPD. I understand that the Personnel Handbook does not constitute a contract of employment or a part thereof, either express or implied. Notwithstanding any statement to the contrary in the Personnel Handbook, any representations contained in any employment application or application to provide volunteer services, EFPD forms, or other EFPD documents, or any policies or statements made by any agent of EFPD, I understand that paid employees of EFPD are employed on an "at will basis," and that volunteers provide services to EFPD on a strictly volunteer basis. As a result, I understand that paid employees and volunteers may terminate their employment with, or volunteer services to, EFPD without notice at any time. Similarly, EFPD may terminate a paid employee's employment, or the volunteer services provided by a volunteer, at any time with or without cause, subject only to any applicable requirements of State or Federal law.

Printed Name

Signature

Date