



ASPEN FIRE

STAFF MEMBER HANDBOOK

POLICIES AND PROCEDURES

REVISED/ADOPTED: April-MAY 2023

www.aspenfire.com

THIS HANDBOOK IS DESIGNED TO ACQUAINT PERSONNEL WITH THE ASPEN FIRE PROTECTION DISTRICT AND TO PROVIDE STAFF MEMBERS, INCLUDING VOLUNTEER STAFF MEMBERS, WITH INFORMATION ABOUT WORKING FOR THE DISTRICT. THE HANDBOOK IS NOT ALL-INCLUSIVE BUT IS INTENDED TO PROVIDE ALL STAFF MEMBERS WITH A SUMMARY OF THE DISTRICT'S POLICIES AND PRACTICES.

EXCEPT FOR PERSONNEL WITH A WRITTEN EMPLOYMENT CONTRACT, EMPLOYMENT/VOLUNTEER SERVICE WITH THE DISTRICT IS CONSIDERED AT-WILL EMPLOYMENT. BOTH THE DISTRICT AND THE STAFF MEMBER HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH OR WITHOUT ADVANCE NOTICE FOR ANY OR NO REASON.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

NO PERSONNEL HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. IF AFTER READING THIS HANDBOOK, A STAFF MEMBER HAS QUESTIONS, THEY SHOULD TALK WITH THE STAFF MEMBER'S IMMEDIATE SUPERVISOR, THE FIRE CHIEF/CEO OR THE HUMAN RESOURCES DIRECTOR. THE CURRENT VERSION OF THIS HANDBOOK WILL BE AVAILABLE THROUGH THE EMERGENCY REPORTING LIBRARY, ALADTEC OR UPON REQUEST.

IN ADDITION TO THIS CENTRAL PURPOSE, THIS MANUAL WILL SERVE TO FAMILIARIZE ALL THE STAFF MEMBERS WITH SOME BASIC AND IMPORTANT INFORMATION ABOUT HOW THE DISTRICT OPERATES ON A DAY-TO-DAY BASIS. EXPECTATIONS OF THE ORGANIZATION, MEMBER BENEFITS, AND OUR STRATEGIC OPERATIONAL FRAMEWORK CONTAINED WITHIN THIS DOCUMENT PROVIDE AN ENHANCED ENVIRONMENT FOR CLEAR COMMUNICATION AND CLARIFIED EXPECTATIONS AND INCREASED PROBABILITY OF COMMUNITY, PERSONAL, AND ORGANIZATIONAL SUCCESS.

ASPEN FIRE—THEN AND NOW

The Aspen Fire Protection District encompasses 87 square miles in Pitkin County, including the City of Aspen and the Pitkin County Airport, the third busiest airport in Colorado. The District is governed by five citizen-elected board members.

Administration: Provides professional services, community services and other support, including fire prevention, fire education, code enforcement, District administration, human resources, finance, payroll, and the Wildfire Community Action Fund program.

Fire Prevention: Provides community risk reduction, public education, inspections, plans reviews, permitting, support for events and additional services. Staffed by State-Certified Fire Marshal and Deputy Fire Marshal.

Operations: Provides community services, including personnel training, continuing education, incident management and emergency response.

- Staffed by State-Certified personnel, including Fire Prevention staff, Administrative personnel, and Career and Volunteer firefighters.
- Operates 14 Apparatus including:
 - 6 Engines
 - 1 Ladder Truck
 - 3 Brush Trucks
 - 2 Rescue Trucks
 - 1 Water Tender
 - 1 Wildfire Rescue UTV
 - 3 Command Vehicles
 - 2 Utility Vehicles
- Operates out of 5 stations within the District:
 - Headquarters (Downtown) Station #61 - 420 E Hopkins Ave, Aspen
 - North 40 Station #62 - 43 Sage Way, Aspen
 - Woody Creek Station #63 - 7907 Upper River Road, Woody Creek
 - Aspen Village Station #64 - 31350 Highway 82, Aspen
 - Starwood Station #65 - 65 Kessler Court, Aspen

Historical Milestones in Aspen Firefighting

1880: The City of Aspen, the county seat for Pitkin County, was founded and it was incorporated in 1881, encompassing 3.66 square miles.

May 1881: The first mention of forming a fire department in Aspen was after a disastrous fire that destroyed The Roaring Fork Steam Saw & Planing Mill.

November of 1881: Aspen established The Durant Fire Company, later renamed Aspen Hose Co. #1, under the command of its first Fire Warden James Magee, with 38 volunteer firefighters.

1884: As Aspen continued to grow, so did the demands placed on these first fire companies and by 1884, Aspen had already purchased its first horse-drawn fire engine and completed its first engine house on the corner of Durant and Mill. Also, in 1884, Aspen experienced its first major downtown fire, which consumed half of the north side of Durant between Mill and Galena, and saw the first use of the new, state-of-the-art Remington fire engine.

1886: A 60-foot bell tower was constructed next to the Durant and Mill Engine House and Henry R. Gillespie donated the 2000-pound fire bell that currently sits in front of Headquarters Station #61. The town was divided into quadrants with specific bell rings to indicate the fire's location. Also, in 1886, pressurized water was piped throughout town to its first wooden fire plugs.

April 1887: Three Fire Companies: the original Aspen Hose Co. #1, Cowenhoven Hose Co. #2 and J.D. Hooper Hook & Ladder Co. #1 consolidated to form **The Aspen Fire Department**, and subsequently hired its first Fire Chief for the salary of \$200 per month.

September 11th, 1953: The boundaries of the Aspen Fire Protection District were officially drawn and approved as a State of Colorado Title 32 Special District.

2020: Aspen Fire Department marked its 139th year of service to our community and introduced two full-time staffed stations with career and volunteer duty personnel.

2021: Aspen Fire began expanding volunteer positions utilizing funds secured through SAFER grants. Also, expanded career staffing in stations.

2022: Fire Place Housing project is completed to provide responder housing.

MISSION STATEMENT

"Protect our community and environment by providing education, prevention, and response through professional excellence!"

*Prevent * Provide * Protect*

Vision

We will encourage and support excellence in leadership, industry advancement, and service.

We will provide effective and professional service and response.

We will value teamwork and open communication with our internal and external partners as the foundation for everything we do.

We will honor our families and will act with respect and integrity in all situations.

Core Values

PEOPLE: *We value above all else*

SAFETY: *Because we value people*

BALANCE: *We recognize the importance of work-life balance*

INTEGRITY: *Honest actions, open communication*

COMPASSION: *In serving those in need*

RESPECT: *For our community, our neighboring agencies, each other, and ourselves*

GROWTH: *As an organization, as a team, and as individuals*

FORWARD-THINKING: *Oriented towards the future*

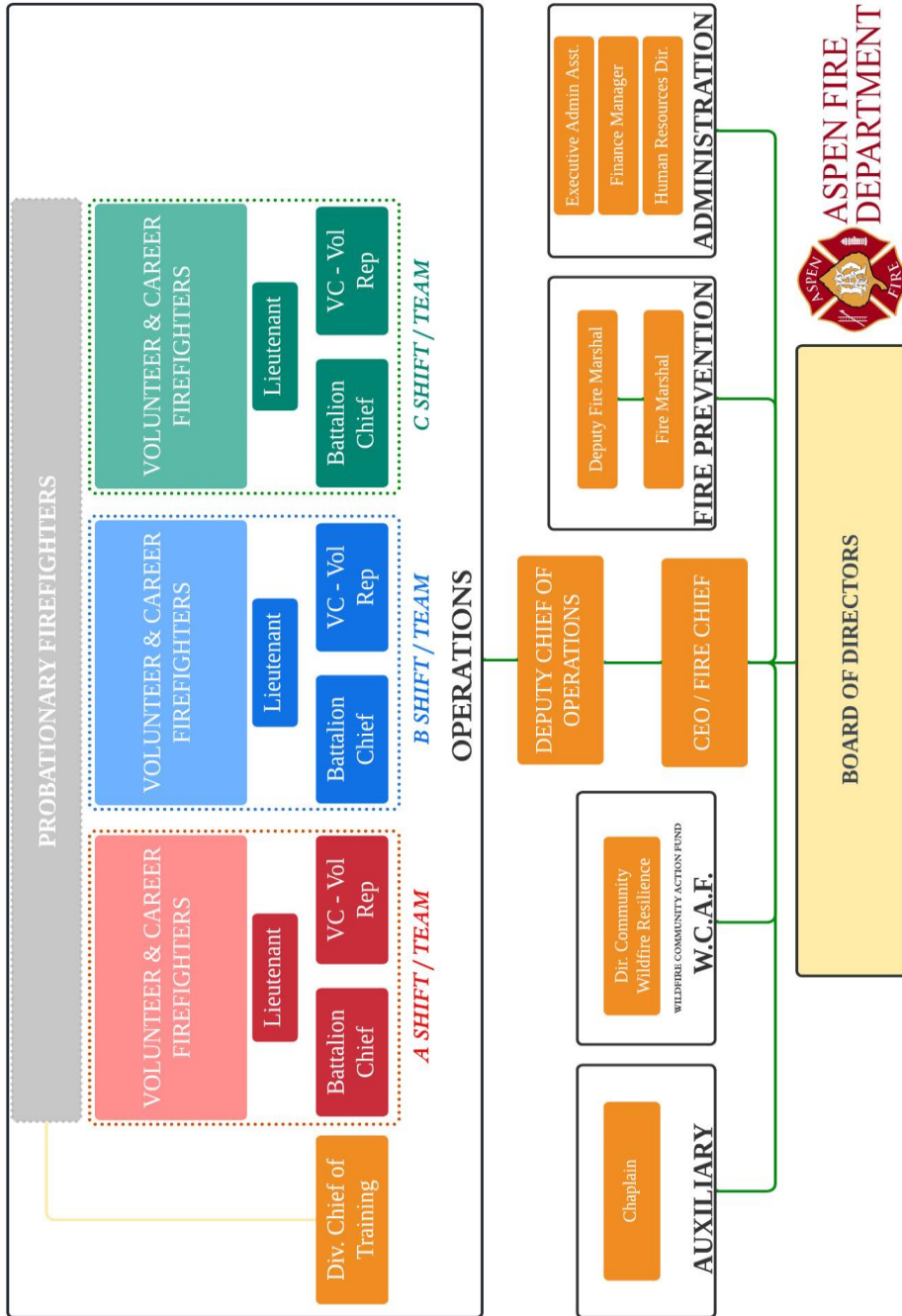


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1.00 INTRODUCTION

The main purpose of this handbook and the policies contained within it is to facilitate clear and open communication throughout the organization. Communication between the Board of Directors to the Executive Team occurs primarily through policy or directive. The Board expects accomplishment of purpose or outcome as directed, and only limits the staff's available means to those which do not violate the board's pre-stated standards of prudence and ethics. In this way the Board of Directors and the Executive Team communicate via clearly written doctrine or voted directive to define how the organization operates. The Executive Team communicates expectations, intent, and in some cases procedures to be followed within this handbook or through standard operating guidelines to the remainder of the organization. The District reserves the right to adopt, amend, or rescind any guideline, procedure, or benefit.

1.10 Human Resources Philosophy

The Aspen Fire Protection District recognizes that ***all of our staff members*** are critical to the success of our mission and goals.

As an organization we believe that ***people*** are our most valuable assets. Those we serve, and those who serve. A continuous investment in our human capital pays substantial and compounding dividends to our organization and to those we serve. We must provide an environment that fosters service, effectiveness, productivity, support, and growth. We also believe it is each staff member's responsibility to take advantage of the opportunities to grow and develop within our organization.

We aim to be the emergency services employer of choice within our geographic area, including the Western Slope, Mountain Region and Front Range of Colorado.

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

Our compensation philosophy is designed to attract and retain highly skilled and motivated members. As such, AFPD's compensation encompasses much more than base pay. A complete list of current benefits is available in [APPENDIX B: Benefits Guide](#). We reward staff who meet our performance objectives, help us achieve our mission, and adhere to our stated values. We also reward staff who acquire and demonstrate advanced skills that allow us to better serve our citizens through increased depth and breadth of skills.

Perhaps of even more importance, we provide a positive work environment and culture including a robust Fitness, Wellness and Rehabilitation Program, educational opportunities and support, job security, Employee Assistance Program, Peer Support Program, and many other positive non-monetary values which are intended to collectively position AFPD as an employer of

choice in our geographic area. AFPD recognizes that being an employer of choice has different meanings to different people depending on what elements a person highly values. AFPD's overall goal is to be a great place to work.

1.20 Authority of Board of Directors

The Board of Directors-elected by the District's voters-governs the structure of the District and issues the responsibility and authority upon which the agency may act. The Board retains the right to govern the District consistent with its legal authority, including, but not limited to, the right to direct the work of the Fire Chief/CEO; take steps it deems necessary to maintain the efficiency and safety of operations; determine the budget of the District; determine the level of any activity or service provided by the District.

The Board of Directors may exercise its authority to manage the District through its Fire Chief/CEO.

1.30 Employment At-Will

Colorado follows the legal doctrine of "employment at-will". Any District staff member, in the absence of a written contract to the contrary, may be terminated with or without cause, a statement of reasons, or a hearing, just as any staff member may resign at any time, for any reason. Nothing in this handbook is intended to modify the at-will relationship between the District and its personnel.

1.40 Equal Employment Opportunity

The District is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment.

It is the policy of the District that there shall be no unlawful discrimination or harassment against staff members or job applicants on the basis of race or color, religion or creed, sex or gender, sexual orientation, national origin or ancestry, age, physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, military status, genetic information, or any other protected status. "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, including fetuses, family medical history, receipt of and/or results of genetic testing, and participation in genetic clinical research. Equal opportunity, as required by law, shall apply to all personnel actions including, but not limited to, compensation, recruitment, hiring, placement, promotion, transfer, demotion, layoff or termination. Equal opportunity shall also apply to all administrative actions such as compensation, benefits, training, and education.

"Genetic information" as used above includes information about an individual's genetic tests and the genetic tests of an individual's family members, including fetuses, family medical history, receipt of and/or results of genetic testing, and participation in genetic clinical research.

"Disability" includes physical and mental disabilities that substantially limit one or more major life activities. Disabled individuals must be otherwise qualified for the job and able to perform essential job functions with or without

reasonable accommodations. The District will reasonably accommodate disabled staff members and applicants who are otherwise qualified to perform the essential job functions, so long as the accommodation does not create an undue burden on the District.

The District will also reasonably accommodate staff members for health conditions related to pregnancy or the physical recovery from childbirth, if the staff member requests the reasonable accommodation, so long as the accommodation does not impose an undue hardship on the District. The District may require the staff member or applicant to provide a note stating the necessity of reasonable accommodation from a licensed health care provider before providing reasonable accommodation.

Requests for reasonable accommodation for a disability must be directed to the Human Resources Director. Requests for reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition must also be directed to the Human Resources Director.

1.50 **Equal Employment Opportunity Officer**

The Human Resources Director shall serve as the equal opportunity officer to carry out the District's equal employment opportunity policy.

1.60 **Equal Pay for Equal Work Policy**

The District will not discriminate between staff member on the basis of sex, sexual orientation or on the basis of sex in combination with another protected status by paying a staff member of one sex a wage rate less than the rate paid to a staff member of a different sex for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training or experience to the extent that they are reasonably related to the work in question; or travel if the travel is a regular and necessary condition of the work performed. A staff member who believes their compensation does not comply with this policy should follow the Grievance Procedure in section 9.

The District will not seek the wage rate history of a prospective staff member or require disclosure of wage rate as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective staff member for failing to disclose the staff member's wage rate history; discharge or retaliate against a staff member for actions by a staff member in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with a staff member for inquiring about, disclosing, or discussing the staff member's wage rate.

Subject to some exceptions, the District will notify all staff members of all promotional opportunities at the same time and prior to making a promotion decision. A "promotional opportunity" is a vacancy in a new or existing position that could be considered a promotion for one or more staff member(s) in terms of compensation, benefits, status, duties, or access to further advancement.

The notice of promotional opportunity will include the hourly or salary compensation or a range of hourly or salary compensation for the position and a general description of all benefits and compensation to be offered to the hired applicant.

1.70

Definitions

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

Active Status. A Volunteer staff member who meets or exceeds the required certifications as defined in *SOG 2.23 Minimum Certification Levels*, training requirements as defined in *SOG 4.1 Training Requirements*, and the participation requirements as defined in *APPENDIX E – Volun“Tier” Program*. The Fire Chief/CEO may, at his sole discretion, grant an exemption to any of the required certifications or skill/training requirements in accordance with *SOG 2.23.1 Certification/Response Exemption*. All exemption requests must be submitted in writing and the request and decision will be included in the staff member’s personnel file. Active Volunteer staff members meeting the requirements are considered staff members **“In Good Standing”**. An Active Volunteer’s failure to meet the minimum requirements may result in disciplinary action.

Administrative Staff. A paid District staff member who has no firefighting/rescue duties included in their employee job description.

Applicable Law. All federal, state and local constitutional, statutory and common laws, rules, regulations, ordinances, codes and protocols that apply directly or indirectly to the District and/or its Board members, Officers, staff members, agents or representatives.

Career Command Staff. A paid District staff member who has both operational and administrative oversight duties included in their employee job description. All Career Command Staff positions are considered salaried exempt.

Career Duty Staff. A paid District staff member who has firefighter and rescue duties included in their employee job description and is scheduled on a 56-hour work week working the 48/96 shift.

Career Specialty Staff. A paid District staff member who has both operational and administrative duties included in their employee job description and is scheduled on a 40-hour or less work week.

Designee. A District staff member or other person to whom the Fire Chief/CEO has delegated or assigned a specific duty, responsibility, or activity.

Electronic Mail (email). Electronic messages that are transmitted between two or more computers or electronic terminals whether or not the message is viewed upon transmission or stored for later retrieval, including electronic messages that are transmitted through a local, regional or global computer network.

Employee. All personnel of the District, including all categories of staff members and volunteers.

Executive Team. Fire Chief/CEO, Deputy Chief, Human Resources Director, Fire Marshal, Finance Manager.

Exempt Staff. A Full-Time District staff member who holds an “exempt” position is paid a guaranteed salary each pay period that covers all hours worked. An exempt staff member is not entitled to overtime pay under the Fair Labor Standards Act; however, overtime may be paid to a specific position or group of positions within an exempt classification during declared emergency conditions if the work performed is not the typical work performed in the exempt staff member’s regular job. For an exempt staff member to be eligible for overtime pay as set forth herein, the staff member must request and receive the approval of the Fire Chief/CEO. All approved requests are limited to a specific period of time.

Fire District or District. The Aspen Fire Protection District, a political subdivision of the State of Colorado.

Full-Time Staff. A District staff member who is normally scheduled to work at least a 40-hour work week.

Grievance. Specific complaint or formal notice of staff member dissatisfaction related to adequacy of pay, job requirements, work conditions, or problem with other staff member(s). This does not refer to disciplinary actions and their appeal process.

Honor Guard. The Aspen Fire Honor Guard is formed to embody the ideals of honor, respect, loyalty, duty to serve, and to represent the citizens of our community, the Aspen Fire Protection District, the members of Aspen Fire, as well as extended family of fire service and other emergency services as a whole. These members will be classified as Tier V – Auxiliary Volunteers.

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Inactive Status. A Volunteer staff member who is not actively participating as a firefighter due to a leave of absence or disciplinary action.

Intern. A District staff member who is hired for a temporary period or for a specific assignment or group of assignments in connection with an intern program established by the District.

“In Good Standing”. See **Active Status.**

Non-Exempt Staff. A Full-Time or Part-Time District staff member who holds a non-exempt position receives overtime premium or compensatory time for work hours more than those set forth in the Fair Labor Standards Act. Non-exempt Administrative staff and Career Specialty staff achieve overtime for all hours worked more than forty (40) hours per work week or twelve (12) hours per workday at a rate of one and one-half times their regular rate of pay or hours. Career Duty staff receive overtime compensation for all hours worked more than 212 hours during a 28-day cycle.

Officer. Any District staff member holding the rank of Fire Chief/CEO, Deputy Chief, Division Chief, Battalion Chief(s), Captain, Lieutenant, Safety Officer, or

Training Officer, or those assigned to "acting" position(s). The Volunteer Representative(s) will be elected by the Active Volunteer staff members. Both career and volunteer operational personnel obtain rank via the same training and skills verification process to be an Operational Officer. The Safety Officer and Chaplain will be appointed by the Fire Chief/CEO and affirmed by the Officer group. The Deputy Chief, Division Chief(s), Battalion Chief(s), Lieutenants(s) and Training Officer(s) are appointed by the Fire Chief/CEO.

Operations. Community services which include fire prevention, fire education, code enforcement, personnel training, continuing education, incident management and emergency response.

Part-Time Staff. A District staff member who is normally scheduled to work less than a 40-hour work week.

Posts. Emails or messages sent through Social Media websites by users, whether in the form of, "status updates", "wall" messages, tweets, instant messages, web log (or "blog") entries, photographs, videos, etc.

Rule(s). A written rule, policy, practice, or procedure established by the District Board, whether or not physically incorporated into this Handbook, an administrative procedure or **SOG** established by the Fire Chief/CEO or a Designee.

Social Media. Websites or apps hosted by individuals or entities on which individuals and entities communicate by posting information, sending messages and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted. This definition also applies to new forms of communication that may arise in the future.

Standard Operating Guidelines (SOGs). Written orders issued by the Fire Chief/CEO or a Designee to implement this Handbook or other District rules or tasks under normal circumstances. These aim to help to administer the District efficiently and effectively, consistent with the authority granted by the Board and Applicable Law.

Staff Member. All employees and members of the District including Volunteers.

Substance Abuse Professional. A specialist designated by the district to assist staff members with drug or alcohol issues.

Temporary Staff. A District staff member who is hired for or appointed to a job established for a temporary period or for a specific assignment or group of assignments.

Volun"Tier" Program. This program is designed to provide flexible options for volunteer participation while still providing the best possible response to our citizens, community, and operational needs. The program offers (5) Tiers, with potentially two plan options per Tier. At the end of each year, Volunteers will select the Tier and Plan, which they are qualified and eligible for, that they

will commit to for the following year. The requirements for each Tier and Plan are detailed in [APPENDIX E - Volun“Tier” Program](#). The benefits associated with each Tier are detailed in the [APPENDIX B - Benefits Guide](#)

- **Tier I - Firefighter:** An unpaid District staff member who participates as a qualified Hot Zone firefighter with required duties as defined in their employee job description and receives benefits as defined in the Benefits Guide. This is the highest participation Tier for all fully qualified firefighters.
- **Tier II - Legacy Firefighter:** An unpaid District staff member who participates as a qualified Hot Zone firefighter with required duties as defined in their employee job description and receives benefits as defined in the Benefits Guide. This is the highest participation Tier for all fully qualified firefighters. This Tier is an option for Volunteer staff members hired prior to 2020 or have 15+ years of service with AFPD.
- **Tier III - Operational Support Firefighter:** An unpaid District staff member who participates as a qualified Warm Zone firefighter with required duties as defined in their employee job description and receives benefits as defined in the Benefits Guide. This Tier is for volunteer staff members that are no longer able/willing to perform in a Hot Zone capacity, but still can perform critical tasks safely in a Warm Zone capacity. This Tier requires Officer approval.
- **Tier IV - Trainee Firefighter:** An unpaid District staff member who is in training to become a qualified firefighter with required duties as defined in their employee job description and benefits as defined in the Benefits Guide.
- **Tier V - Auxiliary Volunteer:** A Volunteer District staff member who has no firefighter duties included in their employee job description.

Volunteer Staff Members: An unpaid District staff member who may or may not have firefighting duties included in their employee job description. Volunteer staff members participate for civic, charitable and/or humanitarian reasons, without promise, expectation, or receipt of compensation for the services rendered.

2.00 WAGE AND HOUR POLICIES

2.10 Work Week

The work week consists of a 7-day period beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday unless otherwise specified in writing by an authorized representative of the District.

Administrative staff follow a 7-day cycle per FLSA guidelines. All Career Duty staff follow a 28-day cycle per FLSA guidelines.

2.11 Full-Time Administrative Staff Member & Full-Time Operations Career Specialty Staff Member - Regular Work Week

The regular work week shall be a minimum of forty (40) hours for all non-exempt Full-Time Administrative staff members and non-exempt Full-Time Operations Career Specialty staff members, ordinarily to be worked in five eight-hour shifts or four ten-hour shifts, unless otherwise specified.

2.12 Full-Time Operations Career Command Staff Member - Regular Work Week

The regular work week shall be a minimum of forty (40) hours for all exempt Full-Time Operations Career Command staff members, ordinarily to be worked in five eight-hour shifts or four ten-hour shifts, unless otherwise specified.

2.13 Full-Time Operations Career Duty Staff Member - Regular Work Week

The regular work week shall be an average of fifty-six (56) hours for all non-exempt Full-Time Career Duty staff members to be worked in a 3-platoon rotating 48/96 schedule.

2.14 Full-Time Staff Member - Training Time

Full-Time staff members ordinarily are compensated for time spent in District-required training activities during scheduled working hours. If the District-required training falls outside scheduled working hours, a flexible work schedule may be approved.

Time spent at lectures and training activities run by AFPD is not compensable if all four of the following criteria are met:

- attendance is outside the member's regular working hours;
- attendance is voluntary;
- the lecture or training is not directly related to the member's job;
- the member does not perform productive work while attending the lecture or participating in the training program.

Training is considered to be "*directly related to the member's job*", and therefore compensable, if it is designed to enhance the member's performance of their present job. However, if the program is designed to facilitate advancement to a higher position and does not improve the member's ability to handle their present job, that training time need not be counted as hours worked provided that:

- participation is voluntary;
- is outside of regular working hours;
- and does not result in the performance of productive work for AFPD.

**If AFPD offers a training that is similar to a course offered by independent educational institutions then the course may be treated as if it is an "outside training" and the training time would not be compensable as described below.

2.14(a) Outside Trainings

Non-exempt Career Duty staff are allowed up to 40 hours of training compensation as overtime outside of their normal work schedule annually. This training must be approved and can occur inside or outside of their assigned track but must be related to the duties of their position and be of justifiable benefit to the department. If the staff member has been assigned the required training that is not available through the department while on-duty, the 40 hours of training compensation must apply to this training first, before it is applied to any additional training. This does not have to occur in calendar order.

2.14(b) Career Duty Staff Compensation for Trainings

If a training is determined to be compensable based on the aforementioned criteria, duty crew members will receive compensation for any hours spent in the training (meals and breaks excluded).

2.14(c) Administrative Compensation for Trainings

If a training is determined to be compensable based on the aforementioned criteria, Administrative staff will receive compensation for any hours spent in the training (meals and breaks excluded) regardless of whether the training occurs on a normally scheduled workday or not.

**Injuries that occur during a sanctioned AFPD training (internal or external) will be treated as a work-related injury regardless of whether the member was being compensated to attend the training.

2.15 Cooperator Assignment Pay

Full-time staff members are paid their normal hourly rates while on assignment. They are excused from all normally scheduled time (48-hour shifts) and these shifts are paid to them as normal. They are paid additional time for actual hours worked for any additional hours worked outside of their normal shift time while assigned to or traveling to/from an incident. Any hours over 212 in a 28-day cycle will be paid as overtime. AFPD will bill the AHJ for all actual hours worked for our staff members and for backfill. Volunteer members are paid in accordance

with positions filled as detailed in the Cooperator Assignment Pay sheet for volunteers, available from finance. These rates are updated annually.

2.20 Overtime

In order for the District to provide adequate emergency service needs and maintain the District's administration and operations, there will be times when staff members will be required to work overtime. The District reserves the right to require its staff members to work overtime, if necessary. When possible, the District will provide advance notice to the staff members. All overtime must be approved in advance by an authorized representative of the District.

Overtime compensation is paid to all non-exempt staff members in accordance with the Fair Labor Standards Act (FLSA) and applicable state law.

2.21 Non-Exempt Administrative and Non-Exempt Career Specialty Staff Members (40 Hour Work Week)

Non-exempt Administrative staff and non-exempt Career Specialty staff that work more than forty (40) hours during the work week or twelve (12) hours in a workday shall be paid one and one-half (1.5) times their regular rate of pay for the overtime worked. Overtime pay is based on actual hours worked and will not include time off for sick leave, vacation/holiday time off (PTO), compensatory time off, or other leave of absences.

2.22 Non-Exempt Career Duty Staff Members (24-Hour Shifts)

Non-Exempt Career Duty staff members who work more than 212 hours in the designated 28-day period shall be paid one and one-half (1.5) times their regular rate of pay.

Since Career Duty staff have Overtime included within their normally scheduled working shifts and since this Overtime is counted within their salary PTO is specifically counted as hours worked when calculating Overtime.

To maintain community coverage and support continuity of operations when station coverage is needed and is approved by the appropriate supervisor, the working staff member shall be paid one and one-half (1.5) times their regular rate of pay for the overtime worked.

2.30 Attendance & Notice of Absence

Regardless of a staff member's position with the District, punctuality and regular attendance are essential for the efficient operation of the District. Staff members are expected to maintain a good attendance record and to report promptly for work/assignments in accordance with work schedules. They must be prepared to begin working/responding at the scheduled start time of the shift.

Staff who must be absent from work, including Active Volunteer staff unable to fulfill their scheduled shift, are required to notify the on-Duty Battalion Chief or shift commander as soon as practical by calling the Battalion Chiefs phone before any scheduled work, when able. The reason for and probable duration

of the absence shall be provided by the staff member, if appropriate. Failure to call in when absent may result in disciplinary action.

2.40 Pay Guidelines and Procedures

The Finance Manager and Human Resources Director are responsible for administering payroll and benefits, including receiving and resolving all staff member questions and problems concerning compensation.

2.41 Pay Periods

All staff members are paid every two weeks (bi-weekly), usually by the Friday following the end of the pay period. Pay periods begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on the second Saturday (fourteen (14) full days). An annual schedule of pay periods and pay dates will be published in advance.

2.42 Time Reporting

Non-Exempt Administrative and Operations staff members: All staff members shall record their time using the District approved method. Time sheets will include their time worked and any leave time taken (if any) each day. All non-exempt staff members are responsible for the accuracy of each time sheet and timely submittal to their immediate supervisor.

Exempt Full-Time staff members: All exempt staff members shall record on the District's approved method any leave time taken. All exempt staff members are responsible for the accuracy of each time sheet and timely submittal to the Finance Manager.

2.43 Deductions

The District is required by law to make certain deductions from a staff member's paycheck, including deductions for Federal, State and local taxes, as well as Social Security and/or FPPA SWDB pension contributions. **Full-Time staff members are not required to pay into Social Security, thus Full-Time Administrative staff and Full-Time Career Specialty staff members will be compensated through the 401(a) Retirement Plan, and Full-Time Career Command, and Career Duty staff members will be compensated through a combination of the 401(a) Retirement Plan and the FPPA SWDB Pension Plan.** In addition, the following payroll deductions may be authorized in writing by individual staff members: health insurance premiums, vision insurance premiums, dental insurance premiums, life insurance premiums, reimbursements to employer, staff member's HSA contributions and/or staff member's 457(b) Plan retirement contributions.

An exempt staff member pay may be subject to deductions for absences from work of one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability, if the deduction is made in accordance with the District's disability benefit plan and health leave policies; to offset

amounts the exempt staff member receives as jury or witness fees, or for military pay; for a fine for violating a major safety rule; or for suspensions without pay of one or more full days for violations of a major safety rule, the District's anti-discrimination/anti-harassment policies, and/or the District's workplace anti-violence policy. An exempt staff member will only be paid a prorated amount of their salary for the initial or last week of employment if the exempt staff member does not work the entire week.

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

2.44 Garnishment

A garnishment is a legal deduction of a specified sum from a staff member's wages to satisfy a creditor. If the District is required to garnish a staff member's wages, the garnishment will be made in accordance with the law.

2.45 Direct Deposit

All staff members shall authorize in writing the direct deposit of their net earnings with a designated financial institution. Upon the authorization of direct deposit by a staff member, that staff member's net earnings shall be deposited with the designated institution until such time as the authorization is rescinded in writing.

2.50 General Stipend and Wage Grade Plan

The Aspen Fire Protection District provides stipends or grade increases to eligible staff members for certain professional certifications and employment milestones above and beyond minimum position requirements, Stipends and Grades are determined by the Chief and are subject to budgetary limitation. See *SOG 2.11 General Stipends and Appendix F: Salary Grades* for details.

3.00 BENEFITS

The Aspen Fire Protection District offers a comprehensive benefits package to staff members based on status and length of service. These benefits are reviewed on a yearly basis and may be changed at the discretion of the Board of Directors and/or Fire Chief/CEO. Please refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.10 Benefits Guide

All staff will be provided with a summary of benefits on an annual basis or may request a copy from the HR Director.

3.20 Insurance Benefits

All Full-Time Administrative, Full-Time Career and Active Volunteer Tier I staff members may be eligible to receive group insurance benefits as established by the District Board of Directors. The terms and conditions of all group insurance plans offered by the District are subject to change from time to time at the discretion of the Board of Directors. District insurance plans may require staff member contributions as a condition of participation and/or for coverage for staff member's dependents. Full-Time staff members' required contributions must be made through payroll deductions. Active Volunteer Tier I staff members' required contributions must be promptly paid to the District by arrangement with the Finance Manager.

3.21 Health, Vision and Dental Insurance

Health, vision and dental insurance is available to Full-Time Administrative, Full-Time Career and Active Volunteer Tier I staff members the first of the month after date of hire, along with their dependents. Active Volunteer Tier I staff members are eligible the first of the month after their probationary employment period and acceptance as a full Active Volunteer Tier I staff member. Eligible Full-Time Administrative, Full-Time Career and Active Volunteer Tier I staff members may enroll in the health, vision and dental insurance plan subject to the terms and conditions of the agreement between the District and its insurance carriers. Dependent coverage is offered on a voluntary payroll deduction or direct pay basis, with some (or full) cost to the staff member.

There are more details about the District's health, vision and dental insurance plans in the Benefits Guide. When a staff member becomes eligible for health, vision, and dental insurance, they will receive the Benefits Guide and rate information. Please see HR Director for Summary Plan Description or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

If a staff member is enrolled in the health insurance plan and changes to an employment classification that would make the staff member no longer eligible, he/she may be able to continue his/her health care benefits under the Consolidated Omnibus Budget Reconciliation Act

(COBRA). See the Benefits Continuation (COBRA) Policy in this Handbook for more information.

3.22 Health Savings Account (HSA)

Full-Time Administrative and Full-Time Career staff members with the High Deductible Health Care plan, and Active Volunteer Tier I / Tier II Shifted or Tier III Shifted staff members who have their own personal insurance with a High Deductible Health Care plan and decline the District's medical insurance or are not eligible for enrollment in the District's medical insurance plan, may be eligible to set up an HSA account. For more information, please refer to [APPENDIX B - Benefits Guide](#).

3.23 Health Reimbursement Account (HRA)

A Full-Time Administrative, Full-Time Career or Active Volunteer Tier I / Tier II Shifted or Tier III Shifted staff member who declines enrollment in the District' health insurance plan may be eligible for an HRA account. To be eligible for an HRA account, a staff member must be enrolled in another type of group health insurance plan to qualify for an HRA. An HRA account is an employer-funded program to help offset medical costs. For more information, please refer to [APPENDIX B - Benefits Guide](#).

3.24 Life Insurance

The District offers a basic life insurance plan for Full-Time Administrative, Full-Time Career and Active Volunteer Tier I staff members.

The basic life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. AD&D provides benefits in case an accident causes a serious injury or death.

The eligible Full-Time Administrative, Full-Time Career and Active Volunteer Tier I staff member may participate in the life insurance plan subject to the terms and conditions of the agreement between the District and its insurance carrier. The District pays 100% of the cost for a \$50,000 life insurance benefit for the staff member.

Dependent coverage is offered on a voluntary payroll-deduction basis. For dependents to be eligible, a staff member must opt for coverage. A staff member pays 100% of dependent life and AD&D premiums through payroll deduction.

For more details about the District's basic life insurance plan please see HR Director for Summary Plan Description or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility and details.

3.25 24 Hour Accidental Death & Dismemberment Insurance

All District staff members receive this insurance as part of employment/volunteer service. If a staff member has an accidental death or dismemberment outside of work at the District, the staff

member or family, in case of death, may receive up to \$30,000. Please see HR Director for Summary Plan Description or refer to **APPENDIX B - Benefits Guide**, for a complete list of benefits, eligibility and details.

3.26 Accident and Disability Insurance (Work-Related)

All District staff members receive this insurance as part of employment/volunteer service. If a staff member has an accidental death or dismemberment while performing work for the District, the staff member or family, in case of death, may receive up to \$100,000. Please see HR Director for Summary Plan Description or refer to **APPENDIX B - Benefits Guide**, for a complete list of benefits, eligibility and details.

3.27 Short Term and Long Term Disability Insurance

The District provides short term disability (STD) and long term disability (LTD) insurance to full-time staff members. STD replaces a portion of a member's income during the initial period of disability, and LTD replaces a portion of a member's income if they are disabled past the STD timeframe. The specific coverage provided through this insurance is set forth in the insurance carrier's policy. A copy of the policy may be obtained from the HR Director. The District reserves the right, at any time and from time to time, to amend or modify, in whole or in part, any or all of the provisions of the policy, including provisions concerning who is eligible for coverage and the coverage provided; or discontinue or terminate the policy. The District may, at its sole discretion, through the Fire Chief/CEO choose to supplement staff members' income up to their full amount of pay while on STD/LTD.

3.27(a) Employee's Responsibilities

1. If the need for the leave is foreseeable, the member must provide the District with thirty (30) days' notice of a request for leave, but in any case, notice is required as soon as practicable and generally must comply with the District's normal call-in procedures.
2. A staff member requesting leave must submit a leave request and provide appropriate documentation, as may be required, to verify the reasons for the leave.
3. A staff member on leave must contact the HR Director at least two days before their first day of return, or as soon as practicable, and submit the Physician's Return to Duty Form completed by the treating physician prior to their return.
4. Staff members are required to periodically communicate with their supervisor and the HR Director regarding their status and anticipated return to duty.
5. Provide written verification of the following from the physician or other health care provider treating the staff member:
 - a. Date on which the condition commenced;

- b. Nature, extent and probable duration of the illness or injury;
 - c. Confirmation that the staff member is unable to perform the essential functions and a description of the essential job functions that the staff member is able to perform also with any work restrictions.
 - d. Provide any other information necessary to make an eligibility determination.
6. Staff members are required to cover their portion of benefits while out on disability.
 7. Staff members are responsible for making sure that all of the requested information is provided promptly, including follow-up information and updates.

3.27(b) Employment Status

While receiving long-term disability benefits, the staff member shall be placed in an inactive status for up to 90 calendar days from the date of the long-term disability approval. The District shall not be required to keep a staff member's position open while such staff member is in an inactive status. A staff member who is released by a physician to return to work within the 90-day period and is determined to be fit for duty may be reinstated to the same position or a position of equivalent responsibilities and skills if either is available. If a staff member does not return to work within the 90-day period, his or her employment with the District may be terminated. The Fire Chief/CEO has final discretion.

3.28 Colorado Firefighter HEART Program

The District, through the Colorado Firefighter Heart & Cancer Benefits Trust (CFHC), provides all Full-Time Career Firefighter staff members with five (5) or more continuous years of fire service in a full-time capacity (with any employer) with this benefit. Volunteer Firefighters with more than 5 years of continuous service with the same employer are covered under SB14-172. This benefit works alongside employer-provided health insurance coverage to help staff members cope with the financial toll of a cardiac event. Please see HR Director for Summary Plan Description or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.29 Colorado Firefighter CANCER Award Program

The District, through the Colorado Firefighter Heart & Cancer Benefits Trust (CFHC) is part of the Voluntary Cancer Award Program (VCAP) that is provided to Full-Time Career Staff and Volunteer Staff (Shifted, Legacy and Support), with coverage for five currently covered cancers: brain, skin, digestive, hematological, or genitourinary. Full-Time Career firefighters must have at least five (5) years' continuous employment in

the fire service; Part-Time Career and Volunteer firefighters must have at least ten (10) years continuous employment in the fire service.

This is an alternative program to worker's compensation as it relates to cancer in the fire service industry. In 2007, statutory changes in Colorado presumed cancer to be a worker's compensation issue for firefighters. The intent was to ensure quality care for state's fire service professionals. Please see HR Director for Summary Plan Description or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.30 Retirement Benefits

3.31 401(a) Retirement Plan

This is an employer-sponsored defined contribution plan that replaces social security contributions; in lieu the District will contribute to this retirement plan for all Full-Time Administrative and Full-Time Career staff members. This benefit will start on the first day of continuous Full-Time employment. Full-Time staff members will be 50% vested and then an additional 10% per year of service up to 5 years. Full-Time staff members will be 100% vested after 5 years of service.

For further information on this retirement plan, please see HR Director or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.32 457(b) Retirement Plan

The District offers this tax-exempt government deferred compensation plan to Full-Time staff members. This benefit will start on the first day of continuous Full-Time employment. The District will match 2% of gross compensation if a staff member invests a minimum of 2%. Staff member contributions will be made through payroll deduction. Each participant's account will be immediately 100% vested. For further information on this retirement plan, please see HR Director or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.33 FPPA SWDB Pension – Full-Time Career Staff

The District is exempt from Social Security taxes; in lieu the District will contribute to the Fire & Police Pension Association (FPPA) Statewide Defined Benefit (SWDB) Plan for Full-Time Career staff members. The District will contribute a percentage of gross base pay compensation as required by FPPA. The staff member will be required to contribute a percentage of gross base pay compensation as required by FPPA. For further information on this pension benefit plan, please see HR Director or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.34 FPPA Volunteer Pension Plan – Active Volunteer Staff

The District, through the Fire and Police Pension Association (FPPA), will contribute funds to a defined contribution retirement plan for all Active Volunteer staff members, with a minimum of 36 hours of training per

year, hired before January 1, 2017, except for some individual staff members who had a one-time opportunity to remove themselves from the FPPA Volunteer Pension Plan and move into the District's LOSAP when it was created. The FPPA Volunteer Pension Plan is now closed to new members.

A pension may be granted when a Volunteer staff member has attained at least ten (10) years of active service, has met all requirements to be a member "In Good Standing" during that time, and has reached at least fifty (50) years of age. An Active Volunteer staff member will be fully vested at twenty (20) years of active service. An Active Volunteer staff member shall not receive a Volunteer retirement pension for service in a fire department while the firefighter is an Active Volunteer staff member of that department except as provided in C.R.S., 31-30-1132.

Under C.R.S., 31-30-1132, if the Fire Chief/CEO determines that there is a need for additional Active Volunteer staff members, a retired member may, upon review of their application, be eligible to serve as an Active Volunteer staff member in that department. The retiree continues to receive such retirement benefits as may have been earned prior to these actions. During this period, the retiree does not receive service credit for the purpose of increasing the Volunteer pension benefit. For further information on this pension benefit plan, please see HR Director or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.35 Length of Service Award Program (LOSAP) -- Active Volunteer Staff

As of January 1, 2017, all newly hired Volunteer Shifted, Legacy and Support staff members automatically become Participants in the AFPD Length of Service Award Program (LOSAP) upon their "Service Start" date. Participants also include all eligible Active Volunteer staff members hired before January 1, 2017, who have retired (and are Vested, Collecting or Vested, Inactive) from the FPPA Volunteer Pension Plan and remain Active. The Service Award funds are deferred compensation and are contributed to a 457(e) governmental plan.

In any Plan year, the District Fire Chief/CEO, shall determine volunteer's eligibility for Plan participation and volunteer's eligibility for the Service Award, and in their sole discretion, may grant a Participant a Service Award in amount that is a factor of a Service Award base amount, which is determined in the Board's sole discretion for that Plan year, within budgetary limitations. The Board may at any time eliminate, increase, or decrease the Service Awards in any Plan year.

For further information on this benefit plan, please see HR Director or refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility and details.

3.40 Paid Time Off (PTO) / Holidays / Leave Time

3.41 Paid Time Off (PTO)

Full-Time staff members working at least forty (40) hours per week shall accrue PTO per schedule defined in [APPENDIX B - Benefits Guide](#). PTO for Full-Time staff members who are scheduled to work less than forty (40) hours per week shall be prorated according to the scheduled base hours, in accordance with the same accrual schedule. PTO may be used for vacation, personal time, and the following health and safety related reasons pursuant to the Health Families and Workplaces Act ("Sick and Safety Leave"):

1. a mental or physical illness, injury or health condition that prevents work;
2. obtaining preventative medical care, or a medical diagnosis, care, or treatment, of any mental or physical illness, injury or health condition;
3. being a victim of domestic abuse, sexual assault, or criminal harassment who needs leave for medical attention, mental health or other counseling, victim services (including legal), or relocation; or
4. care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2) or (3) (for purposes of this policy, a family member is an immediate family related by blood, adoption, marriage or civil union or anyone else the staff member is responsible for providing or arranging health or safety related care for);
5. due to a public health emergency, a public official closed the staff member's (A) place of business or (B) child's school or place of care, requiring the staff member to care for the child.

The District will not discriminate or retaliate against any staff member for taking Sick and Safety Leave pursuant to this section.

Sick and Safety Leave may be taken as soon as it is accrued; PTO for any other reason may be taken three months after date of hire unless approved by the Chief, Deputy Chief or Designee. All PTO except for Sick and Safety Leave must be scheduled in advance with the supervisor's approval. When the staff member's need for Sick and Safety Leave is foreseeable, he or she must give their supervisor notice of the need for sick leave as soon as practicable and make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt operations of the District. When possible, the staff member shall advise the supervisor of the expected duration of the leave. When the need for Sick and Safety Leave is not foreseeable, the staff member should provide their supervisor as much advance notice as practicable before the start of their shift.

Vacations shall be scheduled in a manner that minimizes interruptions to District operations. Full-Time staff members must schedule vacation with approval by their supervisor. Any vacation or personal time off, including Shift Trades, that results in an absence of 30 days or greater requires approval of the Chief and/or Deputy Chief.

The rate at which an eligible staff member accrues PTO and the maximum amount of PTO that may be accrued, both based on length of service, are defined in **APPENDIX B - Benefits Guide**. Eligible staff members may earn additional PTO above the cap during the year, while using all or a portion of that accrued PTO during the year. At the end of each year, any accrued PTO over the maximum will be carried over into an Extended Sick Leave account. The remainder of the unused PTO, up to the maximum, rolls over to the next year.

PTO shall not be used in advance of its accrual other than with approval of the Fire Chief/CEO.

Eligible staff members will be compensated for any unused accrued PTO time up to their maximum accrual amount upon termination of employment for any reason. PTO time taken may alter the calculation of overtime pay (or some portion of the overtime hours) during a pay week or pay period(s). PTO will not be counted in the computation of overtime for non-exempt Administrative staff and Career Specialty staff. Since Career Duty staff have Overtime included within their normally scheduled working shifts and since this Overtime is counted within their salary PTO is specifically counted as hours worked when calculating Overtime for Career Duty staff.

3.41(a) Cashing Out Paid Time Off (PTO)

The District encourages eligible staff members to use all accrued PTO time for rest and relaxation each year. The District understands that sometimes there may be a need for a staff member to cash out some PTO time due to financial needs or it may not be feasible for the District to allow an extended leave due to the District's staffing requirements. A staff member may cash out up to one week of normally scheduled time annually providing at least two weeks are left in the bank after cash-out. Up to an additional one (1) week cash-out may be granted with approval from the Fire Chief/CEO. A staff member must have at least three weeks remaining in the bank after cash-out of any additional hours to be approved.

3.41(b) Donating Paid Time Off (PTO)

A Full-Time staff member may voluntarily donate PTO directly to another Full-Time staff member who is facing extended time off due to a serious medical condition or the serious medical condition of an immediate family member. "Immediate family" is defined as the eligible staff member's spouse, domestic

partner, children, grandchildren, parents, parents-in-law, legal guardian, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, aunts, aunts-in-law, uncles, uncles-in-law, niece, nephew, first cousin, step parents, step parents-in-law, step brothers, step brothers-in-law, step sisters, step sisters-in-law or other individuals whose relationship to the staff member is that of a dependent. Accrued PTO must be donated in one (1) hour increments with a minimum of one (1) hour and a maximum of forty (40) hours for Administrative, Career Command and Career Specialty staff members and fifty-six (56) hours for Career Duty staff.

Donated leave is not transferable. If before using all the donated leave received (a) the need for the donated leave ceases to exist, (b) the staff member separates employment or is terminated, or (c) the staff member becomes eligible for worker's compensation or short term/long-term disability benefits, the unused portion of the donated leave will be returned on a prorated basis to any staff member who donated leave.

In a calendar year, a Full-Time staff member may receive up to 8 weeks' equivalent (depending on staff member's job position) of donated leave. The staff member or their Designee must apply in writing for the use of this benefit. The use of donated leave must be approved by the Fire Chief/CEO. Donated Leave will be credited on a per pay period "as needed" basis. Donated leave will not be paid to the staff member if their employment terminates for any reason.

3.41(c) Public Health Emergency Leave

In the event of a public health emergency related to infectious pandemics, epidemics or bioterrorism, Full-Time staff members may use 80 hours of PTO (Part-Time staff members may use an amount equal to how much they are scheduled to work or work on average in a 14-day period) leave for the following reasons:

The staff member's need to self-isolate or seek medical care after experiencing symptoms or being diagnosed with a communicable illness that is the cause of the public health emergency;

1. The staff member's need to seek preventive care or to care for a family member who is seeking preventive care concerning a communicable disease that is the cause of the public health emergency;
2. The staff member's need to care for a family member who is self-isolating or needs medical care after

- experiencing symptoms of or being diagnosed with an illness that is the cause of the public health emergency;
3. The staff member's inability to work due to a health condition that may increase the staff member's susceptibility to or risk of a communicable disease that is the cause of the public health emergency;
 4. The District or a public official or health authority with jurisdiction over the District determines that the staff member's presence on the job or in the community would jeopardize the health of others because of the staff member's exposure to the communicable disease that is the cause of a public health emergency or because the staff member is exhibiting symptoms of the communicable disease regardless of whether the staff member has been diagnosed with the communicable illness;
 5. The staff member's need to care for a family member after the family member's employer or a public official or health authority with jurisdiction over the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable disease that is the cause of a public health emergency or because the family member is exhibiting symptoms of the communicable disease regardless of whether the family member has been diagnosed with the illness; or
 6. The staff member's need to care for their child or other family member because the individual's child care provider is unavailable due to a public health emergency, or if the individual's school or place of care has been closed by a public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely.
 7. If a staff member does not have enough hours of accrued PTO for use during a public health emergency (80 hours for Full-Time staff members and prorated amount for Part-Time staff members) at the time the emergency is declared, the District will supplement the staff member's PTO as necessary.

A staff member shall notify the District of the need to use public health emergency leave for one of the reasons listed above as soon as practicable if the need for leave is foreseeable. A staff member may use public health emergency leave the date the emergency is declared until four weeks after the official termination or suspension of the public

health emergency. The District shall not retaliate or discriminate against a staff member for taking public health emergency leave pursuant to this section.

3.42 Holidays

The District observes certain nationally recognized holidays, which are established by the Board of Directors and revised from time to time. Holiday leave is provided to enable Full-Time staff members to enjoy periodic respite from their regular duties. To the extent practicable, all Full-Time staff members shall be afforded the opportunity to take holiday leave.

Full-Time Administrative, Full-Time Career Command and Full-Time Career Specialty staff shall receive their full regular pay for time away from work for observance of a holiday recognized by the District. All Career Duty staff will be paid for twelve (12) regular hours for each District-recognized holiday, regardless of shift work schedule. (If scheduled to work, the 12 hours will be in addition to regular pay.)

When a holiday falls on a weekend for Full-Time Administrative, Full-Time Career Command and Full-Time Career Specialty staff, the holiday will be observed on either the preceding Friday or following Monday, as designated by the Fire Chief/CEO. Staff will be notified in advance as to the appropriate observed day for the particular calendar year. District office closures will align with the observed District holiday schedule.

If an Administrative staff member is eligible for paid holidays and on the holiday the staff member is on a paid absence, such as vacation or health leave, the staff member will get holiday pay instead of the paid time off that would have been used. If an Administrative staff member has to work on a paid holiday, they can take another day off in exchange, as arranged with their supervisor.

If a Full-Time staff member is on a compressed work week (i.e. four 10-hour days per week), and the holiday falls on the staff member's day off, the staff member may take a "substitute" holiday on a day they would otherwise have been required to work.

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

District-recognized holidays can be found in [APPENDIX B - Benefits Guide](#).

3.43 Leave Time

3.43(a) Extended Sick Leave

At the end of each year, any accrued PTO over the maximum will be carried over into an Extended Sick Leave account. Staff member may use these hours in the event of personal illness or injury up to an additional 160 hours from maximum PTO accrual. Staff member must have either exhausted regular

PTO or have used a minimum of 40 hours of regular PTO for existing illness or injury before using extended sick leave hours. The District may require that a request to use Extended Sick Leave be supported by a certification provided by a health care provider. The District may also require a staff member to provide a medical release authorizing the staff member to return to work following Extending Sick Leave.

If employment terminates, staff member will be paid out 1/3 of the Extended Sick Leave account.

3.43(b) **Family & Medical Leave**

As a public entity, the District is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA. See the FMLA documentation for details.

3.43(c) **Military Leave**

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

3.43(d) **Volunteer Leave of Absence**

Active Volunteer staff members "In Good Standing" may be eligible to take a leave of absence of up to one year upon written approval from the Fire Chief/CEO. A staff member must notify their immediate supervisor and HR Director in writing. A Volunteer staff member on a leave of absence does not accrue credit for years, or portions of years of volunteer service during the period they are on the leave of absence and is not eligible for any benefits. All District property shall be required to be returned during this time.

3.43(e) **Bereavement Leave**

Full-Time Administrative, Full-Time Career Command and Full-Time Career Specialty staff members may be granted up to 40 hours and Career Duty staff may be granted up to 48 hours in the event of the death of an immediate family member. "Immediate family" is defined as the eligible staff member's spouse, domestic partner, children, grandchildren, parents, parents-in-law, legal guardian, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, aunts, aunts-in-law, uncles, uncles-in-law, niece, nephew, first cousin, step parents, step parents-in-law, step brothers, step brothers-in-law, step sisters, step sisters-in-law or other individuals whose relationship to the staff member is that of a dependent.

Staff member must notify their supervisor of the need for bereavement leave as soon as practicable. The Chief, Deputy

Chief or his Designee is responsible for approval or denial of this leave. Staff member may be required to provide written proof of the family member's death as requested by the Aspen Fire Protection District.

If more time off is needed than provided above, the Fire Chief/CEO may authorize an eligible staff member to take other paid or unpaid leave.

3.43(f) **Medical Leave / Modified Duty / Workers Compensation**

Regardless of whether a staff member's injury/illness was sustained while performing work for the District or is a non-work related injury/illness or other condition including pregnancy, the District may provide temporary modified duty. This will occur at the District's sole discretion and then only if the District has a position or project available that fits within the work restrictions. Restrictions must be clearly delineated on the Modified Duty Paperwork.

A staff member who is off duty as a result of a work-related or non-work-related injury/illness or other condition including pregnancy must submit a written statement from the staff member's medical provider releasing the staff member to full duty without restriction before the staff member may return to full duty without restrictions. The written release must be submitted to the staff member's supervisor immediately upon requesting to return to work and forwarded to the HR Director. This requirement applies regardless of the amount of time the staff member is off duty.

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

1. The staff member must submit to the HR Director Department a written statement by the District's designated medical provider detailing the specific work restrictions imposed on the staff member and the anticipated duration of the work restrictions.
2. The Fire Chief/CEO or a Designee will determine if the District has a temporary modified duty position or project available that the staff member can perform with the work restriction imposed and if placing the staff member in the temporary modified duty position or project will not adversely affect the efficient and effective administration and operation of the District.
3. If the Fire Chief/CEO or Designee determines that a temporary modified duty position or project is available that will not adversely affect the efficient and effective administration and operation of the District, the Fire

Chief/CEO or Designee will prepare an Offer of Modified Duty. Among other matters, the Offer of Modified Duty may address the following issues:

- a. A description of the temporary modified position or project being offered to the staff member; or the compensation being offered to the staff member to perform the temporary modified duty, if the staff member is a Full-Time staff member;
 - b. The anticipated duration of the temporary modified duty, if known;
 - c. The District supervisor will serve as the designated coordinator while the staff member is on temporary modified duty. The staff member is required to keep the designated coordinator fully apprised of the staff member's recovery status and any change in the staff member's work restrictions.
 - d. Any other issues relevant to the staff member's medical condition, work restrictions or temporary modified duty status.
4. While on temporary modified duty, a staff member is expressly prohibited from performing any duty or activity that would violate the work restrictions. The staff member shall immediately advise the designated coordinator if the staff member believes at any time that a duty or activity required by the temporary modified duty position or project would violate a work restriction.
 5. The duration of temporary modified duty will be evaluated on a case-by-case basis; however, in general, temporary modified duty will continue as long as it is realistic for the temporary modified duty position or project to continue (typically no longer than 6 months), until the staff member is released to full, unrestricted duty, or until the staff member reaches Maximum Medical Improvement (MMI), whichever occurs first.
 6. While on temporary modified duty, the staff member will be held to all existing personnel policies and will be responsible for maintaining acceptable performance standards as a condition of continued employment/volunteer service.

If at any time the District believes a staff member with a work-related injury/illness is capable of performing temporary modified duty, but the staff member has failed or refused to request temporary modified duty, the District may, in

accordance with applicable federal and state law and Rule 6 of the Rules of Procedures established by the Colorado Workers Compensation Division, obtain the necessary certification from the District's designated medical provider that the staff member can perform a temporary modified position or project proposed by the District and extend in an Offer of Modified Duty. The staff member will have 3 business days from receipt of the Offer of Modified Duty to sign the document and report for work. Failure to do so may result in disciplinary action up to and including termination.

3.43(g) **Administrative/Operational Leave**

The Fire Chief/CEO may, in their discretion, immediately place any staff member on administrative/operational leave for any reason. While on administrative/operational leave, the staff member must not participate in any District duties, responses, activities, or training. The administrative/operational leave may be with or without pay as determined by the Fire Chief/CEO. District property may be required to be returned at this time.

3.43(h) **Unpaid Leave**

The Fire Chief/CEO may, in their discretion, grant an unpaid leave of not more than 180 calendar days.

3.44 **Jury Duty/Court Time**

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

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

3.45 **Voting**

Voting is an important responsibility we all assume as citizens. We encourage staff members to exercise their voting rights in all local government, state, and federal elections.

Under most circumstances, it is possible for staff members to vote either before or after work. If it is necessary for a staff member to arrive late or leave work to vote in any election, the staff member must make arrangements with their immediate supervisor no later than the day prior to Election Day.

3.50 **Fitness and Wellness Allowance**

The District encourages staff members to participate in fitness and wellness activities to promote healthy living. The Fitness/Wellness allowance is

provided as an opportunity to help pay for personal fitness and/or wellness activities and/or equipment. Details and/or receipts of the expenditures may be required. All Full-Time Administrative, Full-Time Career and Active Volunteer staff members may be eligible for this benefit. Eligible new staff members hired will receive a prorated amount for the time worked in the previous calendar year. The annual (full) amount is determined in the annual budget cycle. Please refer to [APPENDIX B - Benefits Guide](#) for details.

3.60 Employee Assistance Program (EAP)

The District will provide staff members with an employee assistance program service through a third-party provider. Counseling in the areas of work-life balance, relationship and financial issues is available on a limited basis at no cost to the staff member. Staff members and their immediate family members are eligible for this benefit. All or part of the EAP program may be available to retired members. Contact the HR Director for more information on accessing this service. Please refer to [APPENDIX B - Benefits Guide](#), for a complete list of benefits, eligibility, and details.

3.70 Worker's Compensation Insurance

All members are eligible for, and are covered by, the District's Workers' Compensation Insurance effective the first day of hire. This is a type of accident and injury insurance that compensates a member for lost wages, medical expenses and permanent impairment that results from an injury or illness arising out of or in the course of work.

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

3.71 Reporting an Injury or Illness

As soon as possible, and always within twenty-four (24) hours of the injury or illness, the injured member and their supervisor must complete the work-related Accident Packet and submit it to the HR Director. Immediate reporting to the Chief and/or Deputy Chief and HR Director is required for all serious injuries and/or fatalities. For injury or illnesses sustained outside of the District employment/volunteering, the injured member must notify their supervisor immediately and submit a Physician Release Return to work form before they are permitted to return.

3.71(a) Member's Responsibility:

If a staff member is injured, infected or become ill while performing work for, or activities on behalf of, the District, the staff member, regardless of severity, **must report the injury, exposure or illness to their supervisor immediately and complete an Employee First Report of Injury within 24**

hours and submit to the HR Director. If a member is unable to complete the form or notify the HR Director, the member's supervisor is required to notify the HR Director. Alcohol and Drug testing may be required if the member's own actions or omissions could possibly have caused the accident that led to injury. Failure to report the injury and to timely submit to testing, if required, could result in discipline or discharge.

Under state laws, members who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits. Questions regarding workers' compensation insurance claims should be directed to the Fire Chief/CEO, Deputy Chief or the HR Director.

AFPD has the right to require that members are treated by a treating-physician designated by AFPD. Failure to allow the District to designate a treating physician may result in loss of medical benefits. The District may, at its sole discretion, choose to supplement staff members' income up to their full amount of pay while a staff member is off-duty on workers compensation.

3.71(b) **Supervisor Responsibility:**

For all reported injuries or illnesses requiring medical attention, the supervisor must complete the Employer's First Report of Injury and the Supervisor's Accident Investigation Report and submit it to the HR Director before the end of day after the first report of employee's injury.

3.72 Medical Treatment

Non-emergency injuries or illnesses requiring medical attention are to be scheduled by the staff member with one of the District's designated medical providers. The District has prepared the statutorily required list of treating physicians who are the District's designated providers:

Aspen Medical Care

101 Founders Pl. #109
Aspen, CO
(970) 920-0104

Midvalley Family Practice

1450 Valley Rd, Suite 102
Basalt, CO
(970) 927-4666

Aspen Medical Care

204 Basalt Center Circle
Basalt, CO
(970) 920-0104

Roaring Fork Family Physicians

350 Market St., Suite 200F
Basalt, CO
(970) 963-0504

During emergencies involving injury or illness of members the member will be taken to the most appropriate medical facility for emergency care. Follow-up care other than emergency referrals will be through one of the District's designated medical providers. To establish eligibility for Worker's Compensation Leave, the injured member must be examined by one of the District's designated medical providers. The medical provider will determine if the injury or illness is work-related and will provide the District with appropriate notice of the member's condition, work restrictions and/or need for time off work.

Members who fail to observe the above procedures and who receive medical attention through non-designated medical providers may be personally responsible for any resulting medical expenses.

If the injury or illness occurs after regular office hours, the injured member should seek medical treatment from one of the District's after-hours facilities. Follow-up treatment must then be arranged through one of the District's designated medical providers.

A staff member may submit a one-time notice to change the treating physician by choosing another name from the list, provided that the notice to change is submitted within 90 days after the date of injury, but before the staff member reaches Maximum Medical Improvement. A form is available from the HR Director. Nothing in this paragraph prohibits a staff member from making a written request to change physicians in accordance with state law.

3.73 Compensation and Benefits

Under Colorado State Law, an injured worker is only entitled to workers' compensation disability benefits if their period of disability lasts for longer than 3 days or shifts. The initial 3-days/shift waiting period is not compensated unless the injured worker is out of work for longer than 2 weeks. As a benefit for Full-time and Part-time Administrative, Career Command and Career Specialty members, the first twenty-four (24)

hours of leave may be paid by the District if it is not compensated by workers' compensation. For Full-time and Part-time Career Duty members, the first seventy-two (72) hours of leave may be paid by the District if it is not compensated for by workers' compensation.

All Worker's Compensation wages are tax-exempt and are paid by the District's third-party workers' compensation administrator directly to the member without any payroll deductions.

Because this payment is mailed from an outside source, checks may be received on a different schedule than the District's normal payroll cycles.

All stipend payments, i.e., cell phone and auto allowances, may be suspended during any period of Workers' Compensation.

The injured staff member must make payment arrangements to cover the cost of their premium deductions for benefits such as health, dental, vision and life insurance. Payments will be arranged through Finance.

PTO will not accumulate during periods of Workers' Compensation when the member is not working. PTO or other leave may be used to supplement income up to the members normal wage level with approval from the Fire Chief/CEO and HR Director.

Any period of Workers' Compensation Leave will run concurrently with an eligible member's twelve (12) week leave entitlement under the Family and Medical Leave Act.

In the event Workers' Compensation Leave is utilized and the determination is reached that the injury or illness is not compensable, any payments made to the member by the District may be charged against the member's accumulated paid time off or sick leave.

If a member is injured on the job as a result of actions by an outside party and is able to recover damages from the outside party, by State Law they must report this information to their supervisor and HR Director.

While on Workers' Compensation Leave, members are not allowed to engage in any employment, either with the District or any other employer, without the written consent of the Chief or Deputy Chief and HR Director along with the concurrence of the member's physician.

4.00 RECRUITMENT/HIRING PROCESS & ELECTIONS

4.10 Recruitment/Hiring – Operations Career Staff

The District at times may need to hire additional Operations Career staff in order to keep up with the demands of supporting the operations of the District. The Fire Chief/CEO or his Designee will designate staff members to assist in this process.

4.11 Initial Review Period for Members

Members are provided with an initial review period to ensure the adequate development of the member's ability to properly perform all aspects of employment. Nothing in this policy shall be deemed inconsistent with the District's policy of at-will employment. All members are employed at-will and may be discharged at any time for any reason or for no reason at all.

The initial review periods are as follows:

4.11(a) Full-Time and Part-Time Members

The initial review period lasts up to 12 months for each member. At any point during the initial review period, if sufficient progress is not being made by the member or it is determined that performance or conduct does not meet District or manager expectations, the member may be discharged.

4.11(b) Volunteer Members

The initial review period lasts up to 12 months for each member. At any point during the initial review period, if sufficient progress is not being made by the member or it is determined that performance or conduct does not meet District or manager expectations, the member may be discharged.

4.12 Hiring/Promotional Process

4.12(a) Line promotion up through Battalion Chief

These positions will be determined through an assessment process which includes assessment for appropriate knowledge, skills, and abilities (KSAs) and to determine alignment with our organizational and cultural values along with any other measures management determines appropriate to best meet the leadership needs of the organization.

4.12(b) Line and/or Uniformed Staff promotions for ranks above Battalion Chief

These positions may be tested for and/or appointed based on the discretion of the Fire Chief/CEO or his Designee, as appropriate with the best interest of the organization's leadership needs in mind. Title, rank, rotational assignments, classification, and compensation for such promotions will be at

the discretion of management and may vary on a case-by-case basis. The Board of Directors will appoint the Fire Chief/CEO.

Management reserves the right to conduct an internal and/or external selection process for all positions to best meet the leadership needs of the organization.

4.20 Recruitment/Hiring – Administrative Staff

The District at times may need to hire additional Administrative staff in order to keep up with the demands of supporting the operations of the District. The Fire Chief/CEO or his Designee may designate staff members to assist in this process.

4.21 Initial Review Period for Members

Members are provided with an initial review period to ensure the adequate development of the member's ability to properly perform all aspects of employment. Nothing in this policy shall be deemed inconsistent with the District's policy of at-will employment. All staff members are employed at-will and may be discharged at any time for any reason or for no reason at all.

The initial review periods are as follows:

4.21(a) Full-Time Administrative/Command

The initial review period lasts up to 12 months for each member. At any point during the initial review period, if sufficient progress is not being made by the member or it is determined that performance or conduct does not meet District or manager expectations, the member may be discharged.

4.30 Recruitment/Hiring – Volunteer Staff

4.31 Recruitment

The District takes great pride in having a strong Active Volunteer Firefighter program. As the number of Active Volunteers shrinks over time, the Fire Chief/CEO, possibly upon recommendation of the Recruitment/Hiring Advisory Board, will consider bringing on a new "class" of probationary Volunteer staff members. The HR Director will advertise and use any other means of public outreach to attract new recruits. Staff members will be encouraged to help recruit applicants as well. Persons with previous firefighting experience and/or relevant valid state-certifications may, upon application, be considered singly for acceptance as a probationary Volunteer staff member.

4.32 Recruitment/Hiring Advisory Board for Volunteer Staff Members

This group of District staff members, advised by HR Director, will consist of the Deputy Chief, Volunteer Representative(s), and one Career Duty Battalion Chief assigned by the Deputy Chief. A member may nominate another staff member as their substitute as needed for any meeting of the board and/or interviews of applicants. This board, at the direction of the HR Director and/or Deputy Chief, will be responsible for:

- Recruitment of new Volunteer staff members
- Review of recruits' applications and selection of new probationary Volunteer staff members
- Making recommendations to Fire Chief/CEO to offer conditional employment (or not)
- Review of performance by newly recruited Volunteer staff members during their six-month probationary employment/volunteer service period.

Members of this board must maintain strict confidentiality with respect to applicant's personal information.

4.33 Selection Process for Volunteer Staff Members

The Recruitment/Hiring Advisory Board will evaluate each applicant to ensure the applicant meets the criteria for this position. The Recruitment/Hiring Advisory Board will recommend to the Fire Chief/CEO which recruits to accept into probationary employment/volunteer service status.

At the direction of the Recruitment/Hiring Advisory Board, if deemed appropriate by the Fire Chief/CEO, an individual applicant may be exempted from certain application requirements.

If an Active Volunteer staff member leaves the organization and returns to reapply at a later date, they shall make a written application and, if deemed appropriate by the Fire Chief/CEO and upon recommendation from the Recruitment/Hiring Advisory Board, may be accepted as a probationary member subject to all conditions and requirements of Section 4.31.

For volunteer firefighter lateral applicants, those with all required minimum certifications, and applicable experience, the process may consist of an interview committee of Officers during the regular monthly meeting in order to expedite the process for fully qualified applicants.

4.34 Volunteer Recruit Probationary Employment Period

Upon the formation of a new class, or upon acceptance of a "solo" recruit, newly recruited Volunteer staff members will begin training and shall serve a probationary employment period until the successful completion of the new hire Volunteer training program and a period of no less than six (6) months.

4.35 Volunteer Auxiliary Staff

The Fire Chief/CEO may appoint Volunteer Auxiliary staff member(s) as needed, with a recommendation from the Volunteers' Recruitment/Hiring Advisory Board and/or Full-time staff members, to provide assistance with training, administrative or support services, or other non-hot zone duties, entirely as a volunteer service.

4.40 Elections

4.41 Officers - Volunteer Staff

The election of Volunteer Officers will include Volunteer Representatives and shall be held at the Operational staff meeting in January, or as soon as practicable thereafter. These elected Volunteer Representatives will serve a 1-year term. These positions can be administrative only or operational if the Elected Officer possesses the requisite certifications, knowledge, skills, and abilities. Nominations for these Volunteer Representative positions will be open as of the November meeting to facilitate announcement at the December meeting.

All Active Volunteer staff members shall have the right to vote in the election of the Volunteer Representatives. They may cast their vote by proxy, which must be submitted in writing to the HR Director no later than noon of the January meeting date. The proxy shall state the specific election and election date to which it applies and shall be revocable. The proxy shall appoint another voting staff member to serve as proxy holder and must be signed (unless submitted by an email message) and dated to be valid. The proxy holder will vote the Officers' ballot as instructed by the absent staff member, or the absent staff member may delegate their decision-making to the proxy holder.

4.42 Volunteers' Peer Review Board

The election of the Volunteers' Peer Review Board members shall be held at the Operational staff meeting in January of every year. Nominations for three (3) Active Volunteer staff positions will be open as of the December meeting. The other two (2) positions will be filled by the Deputy Chief, and one Career Battalion Chief assigned by the Fire Chief/CEO and/or Deputy Chief, [that was not involved in the incident resulting in the recommended disciplinary action](#). This committee will be overseen by the Deputy Chief and the HR Director.

Only Active Volunteer staff members shall have the right to vote in the election of the Volunteers' Peer Review Board members. They may cast their vote by proxy, which must be submitted in writing to the HR Director no later than noon of the January meeting date. The proxy shall state the specific election and election date to which it applies and shall be revocable. The proxy shall appoint another voting staff member to serve as proxy holder and must be signed (unless submitted by an email message) and dated to be valid. The proxy holder will vote the Officers' ballot as instructed by the absent staff member, or the absent staff member may delegate their decision-making to the proxy holder.

4.43 Volunteer Recruitment/Hiring Advisory Board

This group of District staff members, advised by the HR Director, will consist of the Deputy Chief, Volunteer Representative(s), and one Career Duty Battalion Chief assigned by the Fire Chief/CEO and/or Deputy Chief. The Volunteer Representative(s) will be elected during the January Operational staff meeting.

5.00 EMPLOYMENT PRACTICES

5.10 Training and Education

The District supports education and training programs which improve the skills, qualifications, and performance of District staff members. The District will pay the fees and costs of education and training programs that are specifically required by the District. In addition, the District may, in its discretion, approve payment of all or a portion of the fees and costs of education or training programs requested by staff members. Staff member must obtain advance approval. Consideration for reimbursement is contingent on satisfactory job performance. The District's approval of payment for one segment, portion, or course that is a component of an education or training program does not obligate the District to pay for any additional segment, portion, or course. See Section 2.15 Compensation for Training for more information.

It is each staff member's responsibility to maintain state-mandated certificates or credentials necessary to the staff member's job.

Personnel may be excused from regularly scheduled times, at the District's discretion, to assist staff members in developing professional and technical skills related to employment with the District. Such leave may be granted to attend professional or technical conferences, training seminars, schools, or programs. Educational leave must be approved in advance by the Fire Chief/CEO and/or their Designee. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

5.11 Educational Expense Reimbursement

In accordance with applicable IRS regulations, the District may, at the Fire Chief/CEO's discretion and subject to course of study approval and annual funding, treat certain job-related educational benefits as non-taxable working condition fringe benefits. With the Fire Chief/CEO's approval prior to enrollment, and upon successful completion, staff members may be eligible for reimbursement of tuition, registration, books and laboratory fees incurred from an accredited educational institution for a mutually beneficial class that maintains or improves their skills in their present position.

Any education related reimbursement or allowance must be in accordance with the District's accountability plan policy outlined below:

1. To receive reimbursement an approved course of study must be completed with a grade of "C" or better if the course is graded or with a "satisfactory completion" designation if no grade is given.
2. To initiate the reimbursement process, the eligible staff member shall submit documentation that verifies successful completion of the course of study including date of completion, final grade(s), and number of units or hours earned.

3. Should an eligible staff member resign their employment with the District within the 12-month period following receipt of tuition reimbursement, the eligible staff member shall be required to pay back any monies received. Each situation of this nature will be handled on a case-by-case basis.

5.20 Performance Reviews

The District aims to provide clear guidance and comprehensive support to our staff members to ensure their continued development. The District expects each of its staff members to be reviewed concerning his or her job performance annually. The performance review process is intended to provide those staff members with information concerning their employment progress and to serve as a means of improving staff member performance and ensuring alignment with organizational and cultural goals. The performance review process is not meant to serve as a substitute for ongoing discussions between supervisors and staff members.

Supervisors are expected to review each staff member annually. This expectation is not intended to create a right to an annual performance review, but rather imposes a duty on supervisors. Similarly, the District's performance review guideline is not intended to entitle staff members to a specific method or standard of review but is intended to impose an affirmative obligation on supervisors to review staff members' performance regularly and consistently.

5.21 Performance Review Standards

It is the responsibility of District management to develop performance review standards. Written performance review standards are to be maintained by each supervisor for the staff members under his or her supervision. Whenever the nature of the job permits, performance review standards should be objective indicators of job performance. All performance review standards and other details of the District's performance review process shall be communicated by supervisors to the staff members under their direction.

5.22 Performance Review Process

The performance review process shall require written performance reviews in the form of a self-evaluation and a performance appraisal for each staff member that are signed by the staff member and the reviewer and shall permit oral and written responses by the staff members. This will be done in accordance with the Aspen Fire Department Performance Management Manual.

Each written performance review shall become a part of the staff member's personnel record.

5.30 Non-Discrimination Against and Accommodation of Individuals with Disabilities

The District prohibits discrimination against qualified individuals with a disability. If a staff member believes they are a qualified individual with a disability, the staff member may make a written request for reasonable

accommodation(s) to the Fire Chief/CEO. The Fire Chief/CEO or a Designee and the members Supervisor will meet with the staff member to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the District might make to help overcome those limitation(s). The Fire Chief/CEO or the Designee and the members Supervisor (and, if necessary, District representatives identified as having a need to know) will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the District 's overall financial resources and organization, and the accommodation's impact on District operations, including its impact on other staff members to perform their duties and the District's ability to conduct its business and fulfill its purpose. The staff member will be informed of the Fire Chief/CEO's decision on the accommodation request within a reasonable period.

5.40 Pregnancy, Childbirth and Related Medical Conditions

The District treats pregnant staff members the same as all other staff members. The District will not exclude a staff member from employment/volunteer service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other FML conditions, a pregnant staff member will be permitted to work as long as a physician determines the staff member can perform the essential functions of the position. If the staff member is unable to perform the essential functions of the position, the District may offer modified duty or treat the staff member in the same manner as it treats other temporarily disabled staff members.

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

6.00 LAYOFF/FURLOUGH

The District reserves the right to layoff or furlough staff members for reasons of efficiency, economy, lack of work, or for such other reasons as the Board of Directors deems sufficient. Staff members who are laid off are eligible to continue health, dental and vision insurance, if any, at their own expense as authorized by federal and state law.

Laid-off staff members may apply for staff vacancies with the District.

7.00 STAFF MEMBER CONDUCT

7.10 General Rules of Conduct

The NSEFO and CFSI jointly released a firefighter code of ethics for adoption by local fire and emergency medical service organizations. This code has formally been adopted as the AFPD internal Ethics and Standards of Conduct Policy, and District staff members shall conduct themselves as follows:

I understand that I have the responsibility to conduct myself in a manner that reflects proper and ethical behavior and integrity. In doing so, I will help foster a continuing positive public perception of the fire service. Therefore, I pledge the following:

1. Always conduct myself, on and off duty, in a manner that reflects positively on me, my department and the fire service in general
2. Accept responsibility for my actions and for the consequences of my actions.
3. Support the concept of fairness and the value of diverse thoughts and opinions.
4. Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
5. Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
6. Conduct my personal affairs in a manner that does not improperly influence the performance of my duties or bring discredit to my organization.
7. Be respectful and conscious of each member's safety and welfare.
8. Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles, and equipment and that these are protected from misuse and theft.
9. Exercise professionalism, competence, respect, and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those that I am entrusted to serve.
10. Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
11. Never propose or accept personal rewards, special privileges, benefits, advancement, honors, or gifts that may create a conflict of interest, or the appearance thereof.
12. Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the state of my duties and compromise safety.

13. Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
14. Never harass, intimidate, or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
15. We, the members of the Aspen Fire Department, agree to be professional, principled, and supportive in our relationships with each other and to the people we serve in the community by encouraging a positive, supportive setting which fosters a safe, peaceful, and inclusive environment for all. In the event of conflict, we agree to address issues promptly, privately if appropriate, and one on one if possible. We will listen openly, be factual, and give feedback as we seek resolution. We agree to accept responsibility for our actions, be understanding of the other person's concerns, and show compassion for each other. We agree not to confront in anger, not be defensive, and if necessary, seek mediation through the chain of command.

7.20 Dress and Appearance

In the District, personal appearance, hygiene, and attire are very important. A professional image must be maintained to instill confidence in the minds of our customers. This helps ensure our District's success. A staff member's appearance should be consistent with good hygiene, safety and **SOG 2.10 Dress and Appearance**.

7.30 Drugs and Alcohol

The District has a vital interest in maintaining safe, healthful, and efficient working conditions for its staff members. Individuals under the influence of drugs, alcohol, or other controlled substances may cause serious safety and health risks, not only to themselves, but also to others who work with them. The District recognizes that the success of its operations is dependent upon the physical and psychological health of its staff members. Accordingly, it is the right, obligation, and intent of the District to take reasonable measures to ensure that alcohol, drugs, and controlled substances do not jeopardize the success of its operations or otherwise affect the District, its staff members, or those it serves. The District strictly prohibits the manufacture, distribution, use or possession of drugs on District premises.

No staff member is permitted to report for operational duties or training while impaired by or under the influence of alcohol or drugs. Any staff member who reports to work impaired by or under the influence of drugs or alcohol shall be relieved of his or her duties immediately and may be subject to drug and/or alcohol testing.

Staff members who are under the influence of a legal drug may continue to work provided management has determined, after seeking appropriate medical counsel, that the staff member does not pose a threat to his/her own safety or to the safety of others. Staff members who feel, or who have been informed

that the use of a legal drug may impair their performance or present a safety risk, must report the use of such drug to management. Staff members are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently.

Any staff member in violation of this guideline may be subject to discipline, up to and including immediate discharge.

7.31 Drug and Alcohol Testing Categories

7.31(a) Reasonable Suspicion Testing

Tests shall be conducted when a supervisor or AFPD official has reasonable suspicion that any staff member is unable to satisfactorily perform their job while on duty due to a suspected violation of AFPD alcohol or drug prohibitions.

Reasonable suspicion must be based on documented, objective facts pertaining to specific, contemporaneous, articulable observations concerning the staff member's appearance, behavior, speech, or body odors sufficient to lead a prudent person to conclude that a staff member is unable to satisfactorily perform their job duties.

Such inability to perform may include, but not be limited to:

1. Decreases in the quality or quantity of the staff member's productivity, judgment, reasoning, concentration, psychomotor control, and marked changes in behavior.
2. Accidents, violation of a safety rule, deviations from safe working practices, and erratic conduct indicative of impairment
3. Other physical indicators of impairment

When a supervisor has reasonable suspicion to request or administer testing according to the criteria above, the supervisor will notify the Deputy Chief or Chief.

7.31(b) Post-Accident Testing

A Staff member on-duty and driving a AFPD owned vehicle must submit to an alcohol and drug test after a vehicle accident if the supervisor or a police officer has a reasonable suspicion of impairment that warrants alcohol and drug testing.

Even if there is no reasonable suspicion of impairment, post-accident alcohol and drug testing must be performed on the driver as soon as practicable following an accident when:

1. The accident involves the loss of human life;

OR

2. The driver receives a citation for a moving traffic violation arising from the accident AND the accident involved:

- a. bodily injury to any person, who as the result of the injury, receives emergency medical treatment.

OR

- b. disabling damage to any vehicle, requiring tow away.

A positive test result for any prohibited substance may result in disciplinary action up to and including termination of employment, even for a single event.

7.31(c) Return to Duty/Follow-Up Testing

If a staff member self-reports, or tests positive during any testing and is allowed to return to work the staff member must submit to follow up testing and comply with any and all requirements placed upon them by the District and their assigned Substance Abuse Professional (SAP). Prior to the return to duty, the staff member must:

1. Have been compliant with the treatment and therapy ordered by the SAP, if the situation warranted
2. Have a laboratory confirmed negative result on an alcohol/drug test.
3. Have signed a "Return to Work Agreement".
4. Submit to a program of unannounced random follow-up testing in accordance with the terms and conditions of their "Return to Work Agreement", if applicable.

The responsibility for return to duty and follow-up testing will be determined by AFPD on a case-by-case basis.

Any follow-up testing that is a laboratory confirmed positive during the "Return to Work Agreement" period will be coupled with the first violation and the staff member shall be subject to disciplinary action for both violations, up to and including termination in accordance with the AFPD Disciplinary & Appeal Process Policy #3.1.3.

Tests shall be conducted for circumstances described above in the following manner.

In circumstances where law enforcement would normally control testing, law enforcement will handle the testing in accordance with their policies and procedures and Applicable Laws.

In any other circumstances, initial screening shall occur via saliva test and be administered by the highest ranking available on-duty Officer who has been trained in administering the test. This Officer will also schedule any follow-up testing. If it is the Officer who must be tested a senior Officer will be contacted to administer the screening test. If no Officer is available law enforcement or a medical facility shall be contacted to conduct the test.

If the initial Saliva Screening test is positive:

1. Immediately place the staff member out of service and on Administrative Leave
2. Transport the staff member to a medical facility for follow-up testing.
3. Contact Deputy Chief or Designee as soon as practical

7.32 Testing Thresholds

Alcohol - If the result of the initial Saliva Screening test for alcohol test is .02 or greater, a confirmation test must be performed by professionals trained in collection and handling of these samples. This confirmation test must be conducted at least fifteen (15) minutes but no more than thirty (30) minutes after the completion of the initial test.

Any other substance – If any other substance is detected during initial saliva screening additional testing by professionals trained in collection and handling of these samples must occur.

If the results of the alcohol and/or drug test are positive, the staff member will be:

1. Placed on Administrative Leave pending the outcome of an investigation.
2. Referred to a Substance Abuse Professional (SAP) for evaluation.
3. Responsible for completing any treatment/therapy recommended by the SAP, and
4. Subject to disciplinary action up to and including termination.

* A District representative will arrange transportation for any staff member who has a positive test for any substance.

** With any positive result employees are encouraged to obtain their own test sample. Especially in the event of a motor vehicle accident which involved another person. The staff member is responsible for such tests.

7.33 Voluntary Treatment

In advance of any violation under this policy, the District will assist staff members who voluntarily request rehabilitation assistance for a substance abuse problem by providing an evaluation with a SAP who

will make recommendations for treatment/therapy, if deemed necessary. Staff members will be placed on leave while under evaluation and treatment/therapy but will be allowed to utilize their PTO and/or Extended Sick Leave benefits during that time.

The cost of any treatment/therapy recommended by the SAP will be the responsibility of the staff member.

Prior to the return to duty, the staff member must:

1. Have been compliant with the treatment and therapy ordered by the SAP.
2. Have a laboratory confirmed negative result on an alcohol/drug test.
3. Have signed a "Return to Work Agreement".
4. Submit to a program of unannounced random follow-up testing in accordance with the terms and conditions of their "Return to Work Agreement", if applicable.

The responsibility for return to duty and follow-up testing will be determined by the District on a case by case basis.

Any follow-up testing resulting in a laboratory confirmed positive during the "Return to Work Agreement" period, will render the staff member subject to disciplinary action, up to and including termination.

Any staff member who refuses to submit to a drug or alcohol test required by this guideline shall not perform or continue to perform safety-sensitive duties and will be subject to disciplinary action up to and including termination. A staff member will be deemed to have refused to submit to testing if he or she is unavailable or fails to provide samples sufficient for testing absent any medical necessity. Verified positive tests for alcohol or drugs may subject staff members to disciplinary action.

7.40 Reporting Investigatory Contact with Law Enforcement

Any staff member who is involved in any criminal or investigatory contact [that results in further legal action or continued criminal investigation](#) directed at them by law enforcement is required to report this contact to the Fire Chief/CEO, Deputy Chief, HR Director, or Designee as soon as possible. In addition, they must also report any and all convictions and court findings and pleas. Failure to notify the District may result in termination of employment/volunteer service. These events may be subject to disciplinary action or leave pending the results of internal and legal investigations.

7.50 Discrimination and Harassment

The District prohibits any unlawful discrimination or harassment of its staff members on the basis of race, color, religion, creed, national origin, ancestry, gender, marital status, military status, age, disability, sexual preference or orientation, transgender status, genetic information, or membership or other status in any other group protected by Applicable Law.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other inappropriate oral, written or physical conduct of a sexual nature when:

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

Harassment based on race, color, national origin, ethnicity, disability, religion, age or sexual orientation consists of verbal or other conduct relating to any of those characteristics which has the purpose or effect of creating an intimidating, hostile or offensive working environment; which has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; or which otherwise adversely affects an individual's employment opportunities.

Any staff member who believes they have been the victim of prohibited discrimination or harassment or who has observed such discrimination or harassment is expected to report the harassment to their immediate supervisor or to the HR Director. In all events, prohibited discrimination or harassment should be reported to a person in a position to take corrective action against the harasser, including, if necessary, members of the District's Board of Directors.

Upon notification of prohibited discrimination or harassment, a supervisor shall notify the Fire Chief/CEO. The Fire Chief/CEO or their Designee shall immediately investigate, take action to prevent and remedy any prohibited discrimination or harassment, and report their findings and course of action to the HR Director and the complaining party. If the complaint involves the Fire Chief/CEO, a supervisor shall notify the President of the Board of Directors to investigate, take action to prevent and remedy any harassment, and report their findings and course of action to the HR Director and the complaining party. Investigations of reported discrimination or harassment and the results of such investigations will be kept confidential to the extent possible, given the need for a complete and fair investigation. Staff members should cooperate fully with any investigation conducted pursuant to this section and provide honest and complete responses. Staff members shall not be subject to retaliation for making good faith complaints or reports of prohibited discrimination or harassment. If a staff member believes they have been subjected to any such retaliation, staff member should report it to their immediate supervisor or to the HR Director.

If prohibited discrimination or harassment is found to have occurred, the District shall take such disciplinary action against the harassing party as it

deems necessary and appropriate, including warning, suspension, or immediate discharge.

7.60 Workplace Violence

The District is committed to preventing workplace violence and to maintaining a safe work environment. The District has adopted the following guidelines to deal with intimidation, harassment or other threats of violence or acts of violence that may occur on its premises or while a staff member is on duty.

Members must not engage in intimidation, threats, hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, or any other act which in management's opinion is inappropriate to the workplace. Bizarre or offensive comments regarding violent events and/or behavior are not tolerated and are subject to disciplinary action up to and including immediate separation from employment.

Any behavior listed above should be immediately reported to a supervisor or HR Director. Complaints will receive attention and the situation will be investigated. Based on the results of the inquiry, action will be taken which management believes is appropriate. Members should directly contact law enforcement personnel if they believe there is an imminent threat to the safety and health of staff members or property.

7.70 Concealed or Unconcealed Weapons

The District prohibits the possession or use of concealed or unconcealed weapons on AFPD operational property, regardless of whether or not the person is licensed to carry the weapon. This guideline applies to all AFPD staff members, Board Members, contract and temporary employees, visitors, and customers on AFPD property, except for P.O.S.T. certified law enforcement professionals.

"AFPD property" includes all AFPD-owned or leased vehicles, operational buildings, and interior public areas. ~~and surrounding areas such as sidewalks and walkways~~ under AFPD ownership or control. Staff members are permitted to carry weapons in their personal vehicles on AFPD property according to the provisions outlined in the Colorado Revised Statute. "AFPD property" does not include non-operation buildings, such as residential buildings or units.

"Dangerous weapons" include, but are not limited to, handguns, firearms, explosives, archery equipment and knives over three and a half (3 ½) inches. If staff members have a question regarding whether an item is covered by this guideline, they should contact Human Resources. Staff members have the responsibility to make sure that any item not specifically listed above that is possessed by the staff member is not prohibited by this guideline.

The District reserves the right at any time and at its discretion to search all AFPD-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this guideline. Any staff

member failing or refusing to promptly permit a search under these guidelines will be subject to discipline, up to and including termination.

7.80 Use of District Vehicles & Equipment

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

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

Valid Driver's License

A valid Colorado driver's license with an acceptable driving record is a condition of employment/volunteer service and continued employment/volunteer service with the District. The staff member is responsible for submitting a copy of their valid Colorado driver's license to the HR Director upon hire, and again within 30 days of the driver's license renewal.

Insurance

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

Accidents

All accidents involving a District vehicle or fire apparatus, or a staff member's personal vehicle in the performance of District activities/duties, no matter how minor, must be reported immediately to the Fire Chief/CEO, Deputy Chief or HR Director. A written report must be forwarded to the Fire Chief/CEO, Deputy Chief or HR Director within 24 hours. Further guidance can be found in the Vehicle Accident SOG.

Traffic Violations

Any driver's license revocation, confiscation or suspension must be reported immediately to the Fire Chief/CEO, Deputy Chief or HR Director, regardless of whether the initial citation occurred while the staff member was on the job or engaged in District business or occurred off the job on personal time. Staff members charged with traffic violations while in the course and scope of work

will be responsible for all fines and/or penalties, whether using personal or business equipment.

Lawful Driving

While on duty and driving their personal vehicle, a staff member must strictly observe existing traffic regulations always. **The only exception is when an Operations staff member is responding to an emergency in a District-owned vehicle, as outlined in Colorado Revised Statute on Vehicles and Traffic (§C.R.S. 42-4-108).** The staff member must always comply with the District's **SOGs** for operation of District vehicles and apparatus in emergency and non-emergency situations.

Use of Mobile Device While Driving

Staff members driving on District business or operating a District owned vehicle are required to follow relevant state law while driving with respect to the use of any electronic devices. The District prohibits use of electronic devices, including mobile phones, while driving an emergency response apparatus, unless using a hands-free device for response based mapping or incident software. It is always imperative that while operating District-owned vehicles the operators focus is to be on operating the vehicle in a safe manner consistent with all laws and in due regard to the safety of others. A staff member may use an electronic device while driving any other type of District-owned vehicle, or while driving a personal vehicle in the performance of a District duty/activity, to make or receive calls, or to use response-based mapping and incident software. In these instances, it is required to utilize additional personnel, other than the vehicle operator, to assist with mapping and incident response if they are available. Staff members are strictly **prohibited** from text messaging or other similar forms of manual data entry or transmission while driving, as prohibited by state law. The District strongly encourages the use of hands-free devices.

7.90 **Take-Home Vehicles**

Career staff members, Officers and other personnel designated by the Fire Chief/CEO may be assigned a take-home vehicle if they are subject to call-out after hours to take command of major incidents, participate in the Incident Command System and/or assume critical management roles outside of normal work hours. They are also tasked with participating in a number of meetings, training sessions, and community-relations based activities which are often scheduled after normal duty hours and on weekends.

Please refer to **SOG Take-Home Vehicles** for further information.

7.100 **Conflict of Interest**

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

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

When staff members are or become related and their working relationship falls within this policy, neither staff member may supervise the other.

State law prohibits a District Board member from also being a District staff member or Volunteer staff member, excluding Honor Guard members. Accordingly, the staff member must resign their District employment/volunteer service upon being elected to a Board member position. In addition, a Board member is eligible to apply for employment/volunteer service with the District. A District Board member must resign their position upon accepting employment/volunteer service with the District.

Use of District uniforms, insignia, logos, or images to further oneself professionally, is strictly prohibited and may result in disciplinary action up to and including separation of employment.

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

7.110 Off-Duty Conduct

The District, through its Fire Chief/CEO and/or Officers and supervisors, reserves the right to take appropriate disciplinary action including dismissal from employment/volunteer service, in response to off-duty conduct of staff members which:

- Relates to a bona fide occupational requirement or is reasonably and rationally related to the staff member's employment/volunteer activities and responsibilities of the staff member; or
- Is necessary to avoid a conflict of interest or the appearance of such a conflict with any of the staff member's employment/volunteer responsibilities; or
- which violates AFPD code of conduct or professional standards.

7.120 Political Activity

To serve the best interests of the staff members, taxpayers, and the District, it is the policy of the District to restrict certain types of political activity while on-duty, in District uniforms or vehicles, or while on the District's premises without infringing upon the staff members' rights to exercise their suffrage as citizens. Any District staff member has the right as a citizen to participate fully in the political process. No District staff member, however, shall campaign for any candidate, including their own candidacy, or cause on District time or using District resources. No District staff member shall publicly campaign for any candidate or cause while wearing a District uniform or District insignia. Use of

District uniforms, insignia, logos, or images for any political activity, or in campaigning materials, is strictly prohibited and may result in disciplinary action up to and including separation of employment. This policy is set forth to safeguard the staff member from political pressure to support, financially or otherwise, any political party or person and to safeguard the interests of the public whom staff members serve without regard for political opinion or affiliation. Nothing in this policy shall be construed to restrict a staff member's freedom to express opinions or exercise their right to vote while off-duty.

8.00 DISCIPLINE

The District expects all staff members to conduct themselves pursuant to the highest professional, business, and ethical standards and will not tolerate misconduct and/or deficient performance of their duties as assigned. The District, through its Fire Chief/CEO and/or Officers and supervisors, retains the right to take such disciplinary action as it deems appropriate in any given circumstances. Whether a staff member's performance, conduct, or behavior warrants disciplinary action is within the District's discretion. The District does not intend by these guidelines to create any expectation that any staff member will be assured of any particular form of disciplinary process or action, such as warnings, notice, or any form of progressive discipline, prior to discharge. Nothing herein modifies at-will relationships.

8.10 Disciplinary Action

Recognizing that circumstances vary widely even in similar situations, the District, through its Fire Chief/CEO and/or Officers and supervisors, retains the right to evaluate and treat each performance issue, violation of policy/procedure or incident of misconduct on an individual basis, without creating a binding precedent for other cases. Disciplinary action will be implemented if deemed relevant to the offense. This does not refer to grievances and their appeal process.

(To clarify: A disciplinary action is taken by an organization against a staff member. A grievance is made by a staff member against an organization.)

Disciplinary action may be initiated by the Fire Chief/CEO, Volunteers' Peer Review Board and/or Officer(s). If the Fire Chief/CEO initiates an action pertaining to a Volunteer staff member, they shall consult with the Volunteers' Peer Review Board when possible. Although there is an implied progression in the six types of discipline outlined in this policy, **any discipline up to and including termini may be taken at any time depending upon the nature, frequency and/or severity of the problem. District property may be required to be returned during any disciplinary action.**

8.11 Coaching/Counseling

The Fire Chief/CEO, Volunteers' Peer Review Board and/or Officer(s) may notify the staff member of concerns relating to their performance and provide direction, assistance, and/or guidance for improvement, including a performance improvement plan. If the Fire Chief/CEO, Volunteers' Peer Review Board and/or Officer(s) determines the staff member lacks the knowledge or skills necessary to perform the job, the Volunteers' Peer Review Board and/or Officer(s) may in their discretion provide for training to acquire the appropriate skills and/or knowledge in lieu of internal coaching/counseling.

8.12 Written Reprimand

This is a written notice to a staff member that their performance or behavior must be improved or corrected. The notice may be given by an immediate supervisor and shall contain the date, a statement of the cause for the action, improvement or corrective action required of the

staff member, time frames for such action and consequences of the staff member's failure to comply. A written reprimand will be signed by the supervisor and the staff member, and a copy will be provided to the staff member. The original signed copy will be placed in the staff member's personnel file.

8.12(a) Disciplinary Probation

A staff member may be placed on disciplinary probation for misconduct, policy violation or failing to meet minimum requirements as described in employment job description. The Volunteers' Peer Review Board and/or Officer(s) may review a staff member's performance/participation and may place a staff member on Disciplinary Probation status. Disciplinary Probation status does not affect operational duties/response and operational requirements. The Volunteers' Peer Review Board and/or Officer(s) will provide in writing what actions will be required of the staff member to be taken off disciplinary probation. Disciplinary probation may be for a period of up to six months. Any benefits may be prorated and/or suspended during this time. At the end of the disciplinary probation period, the staff member will be required to meet with the person(s) who initiated the disciplinary action, who must submit a Personnel Action Form (PAF) to the HR Director indicating the staff member has been released from disciplinary probation to active duty, with an effective date. If the staff member has not completed the required actions, further disciplinary actions may be taken, or the disciplinary probation period may be extended. If a Volunteer staff member is placed on disciplinary probation, the Volunteer staff member will not be "In Good Standing" during the duration of the disciplinary probation period.

8.12(b) Administrative/Operational Leave

If, in the sole discretion of the staff member's supervisor(s), it is in the staff member's and/or the District's best interest that a staff member be removed from the workplace, the staff member may be placed on either paid or unpaid Administrative/Operational leave with or without suspension of benefits. Administrative/Operational leave may continue while the circumstances surrounding the staff member's alleged action are under investigation and until they are authorized to return to duty. In the event of a criminal investigation, disciplinary action may take place prior to the conclusion of the investigation. Any staff member on Administrative/Operational leave shall not participate in any call for service responses, training sessions, meetings (except as related to any pending disciplinary actions) or other non-social District functions unless otherwise directed by the Fire Chief/CEO. At the end of

the leave period, the staff member will be required to meet with the person(s) who initiated the disciplinary action, who must submit a Personnel Action Form (PAF) to the HR Director indicating the staff member has been released from leave to active duty, with an effective date.

District property is required to be returned immediately if leave is disciplinary in nature.

8.12(c) Suspension Without Pay and/or Benefits

The Fire Chief/CEO's temporary removal of any staff member from duty without pay and/or benefits, as a punitive action after a finding of misconduct or violation of District policies. At the end of the suspension period, the staff member will be required to meet with the person(s) who initiated the disciplinary action, who must submit a Personnel Action Form (PAF) to the HR Director indicating the staff member has been released from suspension to active duty, with an effective date.

8.12(d) Termination

All District staff members are employed at will and, accordingly, may be terminated with or without cause. Termination may be a result of a disciplinary action, including, but not limited to a staff member's failure to acquire or maintain the requirements for a position, or a staff member's violation of District guidelines.

8.20 Appeal of Disciplinary Action

A staff member who has been subject to a disciplinary action may be able to appeal. For any violation deemed egregious in nature and/or involving an illegal or dangerous activity, the Fire Chief/CEO is authorized to take immediate unilateral disciplinary action that is not appealable. If a staff member wishes to appeal discipline the process is outlined below.

8.21 Volunteer Staff

1. If the disciplinary action was taken by an Officer(s), the staff member must submit a written protest to the Volunteers' Peer Review Board with permission to review their personnel file. This information will be kept confidential. The Volunteers' Peer Review Board will then make a determination on the appeal.
2. If disciplinary action was taken by the Volunteers' Peer Review Board, the staff member must submit a written protest to the Fire Chief/CEO. The Fire Chief/CEO will then make a determination on the appeal.
3. If the disciplinary action was taken by the Fire Chief/CEO, the staff member must submit a written protest to the Volunteers' Peer Review Board with permission to review their personnel file. This information will be kept confidential. The Volunteers' Peer Review

Board will then make a recommendation to the Fire Chief/CEO on the appeal.

8.22 Administrative and Career Staff

If a staff member is dissatisfied with the decision received through the disciplinary process, he or she may appeal the decision. Appeals must be submitted, in writing, to the Fire Chief/CEO within five days of receiving the supervisor or Chief Officer's decision.

The Fire Chief/CEO will review the decision and may request additional information or investigation information from the staff member, the Deputy Chief or HR Director. The Fire Chief/CEO will respond to the individual in writing as soon as possible but not longer than ten (10) days following receipt of the staff member's appeal letter. The Fire Chief/CEO's decision will be final.

9.00 GRIEVANCES

The District has established a grievance procedure which is available to any staff member for the resolution of complaints, disputes, or concerns regarding the interpretation or application of District guidelines. These are specific complaints or formal notices of staff member dissatisfaction related to adequacy of pay, job requirements, work conditions, or problems with other staff members. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure. These do not refer to disciplinary actions and their appeal process. In addition, complaints involving allegations of prohibited discrimination, harassment or retaliation should be made pursuant to the complaint procedure set forth in Section 7.50.

(To clarify: A disciplinary action is taken by an organization against a staff member. A grievance is made by a staff member against an organization.)

9.10 Grievance Procedure

The staff member must first address the supervisor or other staff member with whom the staff member has the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, the staff member may utilize the dispute resolution procedures set forth below.

The staff member may submit a written dispute to the Fire Chief/CEO or, only if the dispute involves the Fire Chief/CEO, to the District Board President. The staff member must submit their written dispute within five business days of the incident that is the reason for the dispute. The written dispute must be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief/CEO, the sealed envelope must be marked "Confidential for the Fire Chief/CEO." If the dispute involving the Fire Chief/CEO is being submitted to the Board, then the sealed envelope must be marked "Confidential for the District Board President." In either case, the sealed envelope must be delivered to the HR Director. The written dispute must, at a minimum, state the following:

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

If the dispute is submitted to the Fire Chief/CEO, they will advise the staff member of their receipt of the dispute. The Fire Chief/CEO may make such an investigation as they deem appropriate under the circumstances and issue a written decision as soon as possible. The Fire Chief/CEO's decision is the final decision on the dispute.

If the dispute involves the Fire Chief/CEO and is submitted to the District Board President, a two-member committee of the Board will notify the Fire Chief/CEO

of the dispute and provide the Fire Chief/CEO the opportunity to provide a written response. The two-member committee will include the District Board President and one other board member appointed by the District Board President. The committee may conduct such investigation as it deems appropriate under the circumstances, and issue written recommendations to the Board as a whole as soon as practicable.

10.00 STAFF MEMBER RECORDS

10.10 Personnel Records

Personnel records are retained by the District concerning all staff members. Such records ordinarily include applications, hiring documents, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for a staff member's job. Other information concerning staff members may be kept as personnel records, at the discretion of the District.

In order to keep personnel records current, the HR Director must be notified of any change in any staff member's address, phone number, marital status, or military status; any birth or death in any staff member's immediate family; any change in the name or telephone number of the person to be notified in case of emergency; any change in insurance beneficiary; or any other information needed to maintain accurate records. Each staff member is responsible for providing the District with records concerning any licenses or certificates required for the performance of his or her job, as well as any documents showing that education or training relevant to employment/volunteer service has been completed.

10.20 Release of Information

Personnel records are considered confidential subject to statutory requirements. Staff members may examine their own personnel records, except for letters of reference, by contacting the HR Director. Staff members may authorize the release of specified personnel records by executing a written request designating the record(s) to be released and the person or entity to whom they may be released.

No personal information on past or present District staff members shall be provided by the District via telephone inquiries, except to confirm or deny information presented by a third party. Responses to requests by mail shall be limited to confirmation of documented information provided by a third party, unless such requests for information are accompanied by an authorization to release the information requested, signed by the staff member.

A copy of any written information sent to a third party concerning a former or current staff member shall also be sent to the last known address of the staff member.

11.00 SEPARATION FROM EMPLOYMENT/VOLUNTEER SERVICE

A staff member may separate from employment/volunteer service by involuntary termination, layoff, resignation, or retirement. Nothing in this section constitutes an agreement of employment for a specific period of time or is intended to affect the at-will employment relationship. After separation from employment, Staff Members are entitled to continue coverage under the District's group health, dental and vision insurance programs at their own expense as provided by state and federal law.

11.10 Involuntary Termination

Full-Time staff members shall be paid for accrued but unused PTO and comp time at their regular rate of pay and 1/3 of Extended Sick Leave balance (if applicable).

11.20 Layoff

Full-Time staff members who are laid off shall be paid for accrued but unused PTO and comp time at their regular rate of pay and 1/3 of Extended Sick Leave balance (if applicable).

11.30 Resignations

Full-time staff members who resign shall be paid for all accrued but unused PTO and comp time at their regular rate of pay and 1/3 of Extended Sick Leave balance (if applicable).

Volunteer staff members who resign "In Good Standing" may reapply for volunteer service with the District. Please refer to section 4.33 Selection Process within the Recruitment/Hiring Process section for further information.

11.40 Retirement – Full-Time Staff Member

Upon retirement Full-Time staff members shall be paid their accrued but unused PTO and comp time at their regular rate of pay and 1/3 of Extended Sick Leave balance (if applicable). Please contact the HR Director for information regarding staff members' retirement accounts.

11.50 Retirement – Volunteer Staff Member

11.51 Retirement

Any Active Volunteer staff member who is a member of the District's FPPA Volunteer Pension Plan and who attains at least ten (10) years of active service with the District shall be eligible for retirement upon acceptance of a written request to the Fire Chief/CEO. An Active Volunteer staff member will be fully vested at twenty (20) years of service. Any retired or retiring member who is at least fifty (50) years old may begin receiving monthly pension benefits from FPPA. Pension benefits will be prorated based on the number of years of service. For example, a retired or retiring member with ten (10) years of active service with the District will receive 50% of the District's normal (20-year) retirement pension benefit amount. See section **3.34 FPPA Pension – Active Volunteer Firefighter Staff**

Any Active Volunteer staff member who is a participant in the District's LOSAP 457(e) is 100% vested and may arrange to leave all or some of their LOSAP account in the LOSAP investment program or cash out some or all of their account. Funds disbursed may be subject to taxation.

11.52 Retirement and Remaining on Active Duty

Any Active Volunteer staff member of the District who is a member of the District's FPPA Volunteer Pension Plan and eligible for retirement from service, and making such application for retirement, or already in retirement from the District, may make a written request to the Fire Chief/CEO to be returned to active service pursuant to C.R.S. 31-30-1132.

Under C.R.S., 31-30-1132, if the Fire Chief/CEO determines that there is a need for additional Volunteer firefighters, a retired member may be eligible to serve as an Active Volunteer in that department. The application may be reviewed by the Officers and a recommendation to accept or deny may be given to the Fire Chief/CEO for final approval. Upon receipt of such recommendation, the retired firefighter may be returned to active service with the District while continuing to receive such FPPA retirement benefits as may have been earned prior to these actions. During this period, the retiree does not receive service credit for the purpose of increasing the Volunteer pension benefit.

Any firefighter serving such extended volunteer service with the District shall be subject to, and will abide by, all standards set forth to remain "In Good Standing".

11.60 Exit Procedure

Staff members who separate from the District shall contact the HR Director to provide all information required for separation and to make arrangements concerning final pay and payment for accrued leave (if applicable), continuation of benefits and return of uniforms/equipment.

12.00 MISCELLANEOUS GUIDELINES

12.10 Staff Meetings

12.11 Operational Staff Meetings

Operational staff meetings will be held on the first Wednesday of each month at 6:00 p.m. unless otherwise scheduled by the Fire Chief/CEO. These meetings will include all staff members. The Fire Chief/CEO, Deputy Chief or Designee will be responsible for setting the agenda and running the meeting.

12.12 Officers' Staff Meetings

Officers' staff meetings will be held within two days prior to Operational staff meetings and/or at other times as deemed necessary by the Deputy Chief.

12.20 Expenses

The District reimburses staff members for expenses reasonably incurred in the course of District business, provided such expenses have been authorized in advance or are determined by the Fire Chief/CEO, at their discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. A staff member seeking reimbursement for expenses will ordinarily be required to document those expenses with receipts.

12.21 Transportation Expenses

District staff members shall ordinarily use a District-owned vehicle on District business. If a District-owned vehicle is available and a staff member chooses instead to use a personal vehicle on District business, the District shall reimburse a staff member only for the cost of fuel during that business. If a District-owned vehicle is unavailable for use on District business, the District shall reimburse a staff member for use of their personal vehicle at the rate of standard IRS mileage rates. This does not include regular commute to and from work.

12.22 Meal Expenses

Meals are not reimbursable expenses. The District shall provide a per diem meal allowance for staff involved in District business involving travel with an overnight stay and will be based upon the number of days of travel as well as times of start and end of travel. Events/sessions not involving overnight stays and that require attendance through normal mealtime, a partial per diem meal allowance may be granted if a meal is not provided at the event/session. No per diems will be paid for any meals included in the event/session costs and/or included in the lodging costs. Per Diem allowance will be based on current IRS rates for the city/region of the event/overnight stay.

12.23 Lodging Expenses

Overnight stays at a hotel should ordinarily be arranged at a mid-priced hotel which also includes free breakfast(s). The District may require the

staff member to lodge at the hotel associated with the event/session where a special rate is offered for event/session attendees.

All requests for reimbursement and/or per diem allowances shall be submitted to the Finance Manager with applicable receipts.

12.30 Outside Employment

In the interest of the Full-Time or Part-Time staff members' well-being, the District requires Full-Time or Part-Time staff members to comply with the procedures outlined below prior to accepting additional employment. The District cautions any Full-Time or Part-Time staff member who is considering outside employment to carefully weigh the demands that additional activity will create.

1. Activities and conduct away from a Full-Time or Part-Time staff member's job with the District must not compete or conflict with, compromise the District's interests, or adversely affect their ability to fulfill their responsibilities to the District.
2. A Full-Time or Part-Time staff member engaging in any outside employment or other work activity shall notify the HR Director what type of outside activity they will be performing.
3. Outside employment will not be considered as an excuse for unsatisfactory performance, absenteeism, tardiness, early departure from a Full-Time or Part-Time staff member's District job, refusal to travel or refusal to work overtime or a different work schedule.

Should outside employment create or contribute to job-related problems with the District, a Full-Time or Part-Time staff member may be asked to discontinue such employment.

12.40 Health Examinations

The District reserves the right to require physical or psychological examinations of any District staff member, at District expense for any portion of the cost that is not covered by the staff member's insurance, as follows:

1. To determine the ability of an applicant who has been offered employment to perform job-related functions required by business necessity.
2. When there is a need to determine whether a staff member is able to perform the essential functions of his or her job;
3. as may be required to determine the necessity or feasibility of reasonable accommodations for a disability;
4. periodically, as may be necessary to comply with fitness for duty or monitoring requirements imposed by law.

Results of all physical or psychiatric examinations shall be treated as confidential records by the District and shall be maintained separately from District personnel records.

12.50 Office/Bunk Room/Desk/Locker/Storage Inspections

The District reserves the right to open, enter and inspect any office, bunk room, desk, locker, file cabinet, or other storage location within District

premises, and to inspect District vehicles and any containers brought into the workplace. Although a staff member may be assigned any office, desk, vehicle, locker, file cabinet, or other storage area or device, such assignment does not create an expectation of privacy in the use of such items or areas.

12.60 Smoking, Vaping and Tobacco Use

Staff members shall not smoke/vape in any District building and/or District-owned vehicle. Staff members shall use common courtesy and cleanliness when using other tobacco products. There must be no evidence of use of these products on District property or in District vehicles.

12.70 Use of District Computer Resources

All District computers and other devices, including cellular phones, must be used in a responsible, efficient, ethical, and legal manner. Failure to adhere to this guideline may result in revocation of access privileges and may result in disciplinary action up to and including immediate separation.

Staff member use of District computers and other devices, including cellular phones, must be consistent with the objectives and policies of the District. Transmission or access of any material in violation of any U.S. or state law or regulation is prohibited, as is transmission or access of non-work-related material. The District reserves the right to determine what use of District computers and other devices, including cellular phones, in the workplace is appropriate.

Internet transactions, e-mail and text messages are not private. District staff and administrators may monitor these transactions and messages at any time, for any reason without notice to the user.

Security on the District's computer network is a high priority. The District is to be notified of known or suspected security problems. Any user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the internet.

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, or any agencies or other networks that are connected to the internet. This includes, but is not limited to, the uploading or creation of computer viruses.

Without specific permission from the District, staff members are prohibited from accessing fee services via the internet. If such services are accessed, the staff member will be responsible for any fee or cost involved.

12.80 Use of Electronic Mail (Email)

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through a local, regional, or global computer network.

All District electronic mail systems are owned by the District and shall be used for the purpose of conducting official District business only. All other uses, including personal use, are prohibited.

Users of District email systems are responsible for their appropriate use. All illegal and improper uses of the electronic mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. Use of the electronic mail system for which the District will incur an expense without express permission of a supervisor is prohibited.

Electronic messages are not for private or confidential matters. Because there is no guarantee of privacy or confidentiality, other avenues of communication should be used for such matters.

To keep District electronic mail systems secure, users shall not leave the terminal signed on when unattended and shall not leave their password available in an obvious place near the terminal or share their password with anyone except the electronic mail system administrator.

Electronic messages are not private. The District retains the right to monitor, review, store and disclose all information sent over the District electronic mail system at any time for any reason, without notice to the staff member.

Except as provided herein, District personnel are prohibited from accessing another staff member's electronic mail without the express consent of the staff member. All District staff members are advised that electronic mail messages can be retrieved even if they have been deleted and that statements made in electronic mail communications can form the basis of various legal claims against the individual author or the District.

Email sent or received by the District or the District's board of directors and staff members may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act.

District staff members shall be subject to disciplinary action for violation of this guideline and regulation.

All District staff members shall sign an acknowledgment form stating they have received and read the guidelines and regulations. The form will be maintained in the staff member's personnel file.

12.90

Computer Software

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

12.100 Email, Internet and Voice Mail

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

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

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

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

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

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

Retention of Emails as Public Records: Any email/text message may constitute a public record and be subject to inspection in accordance with the Colorado Open Records Act.

Retrieval of Email for Public Inspection: Email transmissions, considered as public records under the Colorado Public Records Act, are subject to public inspection. Rules governing retrieval apply to email in the same manner as other records. Communications dealing with real property acquisitions, legal matters, municipal security, personnel matters, negotiations, and criminal records are public records but only certain aspects of the same are subject to inspection.

The District will charge a fee for research time spent manipulating data and generate records at a rate established on the fee schedule. Persons making a subsequent request for the same record shall be charged the same fee. The District will charge for copies, printouts or photograph requests. When fees are specifically prescribed by law, such specific fees shall apply.

Violations of the Policy and Discipline: Personal or any inappropriate use of the District's communications system will subject the staff member to discipline. Examples of inappropriate use include, but are not limited to display, accessing, storing, or transmitting sexually explicit images; propagating any worm or virus; participating in chat rooms; sending chain or bulk emails/text messages; distributing confidential information; using email/text messaging for solicitation or libel or slandering others.

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

12.110 Use of Cell Phones and Radios

Because of District operation needs, particularly call-out emergencies, certain District staff members may be required to have a cell phone and/or portable radio.

12.110(a) Cell Phone Purchase and Service Plan Payments

Cell phones are handled in one of two ways:

- a. **The District provides cell phone to the staff member and pays for the service.** A cell phone provided by the District to a staff member should not be used in an illegal, illicit or offensive manner. The staff member is responsible for the loss of any cell phone through negligence and may be required to pay for a replacement. Billing statements for District provided cell phones are subject to Open Records Requests.

Cell phone use for personal business should be limited to only necessary and immediate incidental needs. Reimbursement to the District may be required if personal usage results in significant cost overages. The District may periodically review the monthly statements to ensure charges are in compliance with this policy.

- b. **The staff member provides the cell phone and pays for the service.** This method is subject to the Fire Chief/CEO's approval. Staff members who use their personal cell phone in lieu of a District provided phone for District business may be paid a monthly stipend. The amount of the allowance will be set by the Fire Chief/CEO and may be adjusted periodically based on frequency of usage (occasional or regular) for District business, if necessary. Billing statements for a personal cell phone

used for District business for which a staff member is receiving a stipend may be subject to Open Records Requests.

Any staff member who receives a stipend is solely responsible for acquiring their own cell phone. Cell phone equipment and service contract purchase are the staff member's responsibility. In addition, any maintenance and/or repair costs as well as payment of the cell phone bill are the staff member's responsibility. Staff members selecting this option must make their cell phone number available for District business purposes. It is the staff member's responsibility to notify the District if the cell phone service has been canceled.

12.110(b) Portable Radios

A staff member is responsible for the loss of any District-owned portable radio through negligence and may be required to pay for a replacement.

12.120 Social Media, Blogging, Letters to the Editor, and Other Forms of Public Expressions of Opinion

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

1. Disclosing any information related to calls for service, personal or private property, information regarding patients or any other call related information that the staff member only has access to as a direct result of responding to the incident as an agent of the District.
2. Conducting activities related to public expressions of opinion using the District's communications systems (including its computers) or during work;
3. Representing any opinion or statement as the policy or view of the District, or its Board members, Officers and staff members;
4. Making disparaging or defamatory comments about the District, or its Board members, Officers, staff members, vendors, customers, or services; or,
5. Criticizing the District, or its Board members, Officers, or staff members instead of using the problem-solving procedures contained in this Handbook.

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

12.130 Social Media Policy

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

Sharing Aspen Fire Protection District news, events or promoting the mission, vision and values through social media tools is a valuable way of staying connected to our community. Members are encouraged to repost and share information with their family and friends that is available to the public such as: press releases, articles in the Fireline, Internet news, etc. News on our internal Intranet should not be disseminated outside of the organization. The best way to share District news is to link to the original source or like us on Facebook and share our posts. Under no circumstances shall a member share information that is not part of the public record, i.e., member or patient information or any other information that may be deemed private or protected. As an Aspen Fire Protection District member, you enjoy the public's trust, do not post or email anything that could damage that trust or diminish our professional reputation.

- Respect the privacy of coworkers on social media sites.
- You are responsible for what you post on your own site and on the sites of others.
- The line between professional and personal business is sometimes blurred: Be thoughtful about your posting's content and potential audiences. Be honest about your identity. In personal posts, you may identify yourself as an Aspen Fire Protection District member. However, please be clear that you are sharing your views as an individual, not as a representative of Aspen Fire Protection District.
- There's no such thing as a "private" social media site. Search engines can turn up posts and pictures years after the publication date. Comments can be forwarded or copied. You do not know all the friends of your friends or their families, so remember that the audience you are posting to, may not be the only audience that sees your post.
- If you use photos taken while working or at an AFPD function, use only those photos that are approved under the AFPD photo policy. (When in doubt, check with the Public Information Officer)
- Do not use any form of the Aspen Fire Protection District logo on your personal online sites.
- Do not use Aspen Fire Protection District's name to promote or endorse any product, cause, political party or candidate.
- Ask yourself, would I be okay if this were to be reprinted in the newspaper or aired on the evening news?

Example: You respond to a fatal car accident, and you take a photo that you later post on your Facebook. One of your friends is a friend of the wife whose husband died in that accident. What perception of our organization would the wife have after seeing that photo taken by a firefighter who was taking care of her husband? What feelings might it

evoke? Not only would a situation such as this violate our photo policy, but it would also violate the public trust.

The District understands a staff member may maintain or contribute to social media and/or engage in posts outside of the staff member's employment/volunteer service position with the District and may periodically engage in posts containing information about the staff member's District position or District activities on social media. If a staff member engages in such activities, his/she is required to exercise good judgment, and comply with this Handbook.

The District has the right to monitor and review social media posts a staff member makes while on-duty and, from time to time, those the staff member makes while off-duty as it deems necessary and appropriate for the efficient and effective administration and operation of the District. To that end, staff members have no expectation of privacy while using District-owned or District-leased equipment, even when a staff member is merely using the equipment to access the staff member's personal email account or other social media. Pursuant to C.R.S. § 24-72-203, staff members are advised that posts, emails, text messages and instant messaging to/from them may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

A staff member's use of District-leased or -owned equipment constitutes the staff member's consent for the District to monitor and intercept the staff member's communications while in transit, after receipt or while stored on District leased or owned equipment under Title I and II of the Electronic Communications Privacy Act of 1986.

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

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

Mutual respect and teamwork are essential to effective and efficient District administration and operation. Staff members must be courteous, respectful, and thoughtful about how the District and other staff members may be affected by posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded posts may be harmful to other staff members, damage staff member relationships, undermine the District's efforts to encourage teamwork, violate the Handbook, and harm the District, which may result in corrective or disciplinary action. The District reserves the right to require immediate removal of any such posts, or any post of a District activity in which the staff member is/was involved on behalf of the District.

Staff members bear full responsibility for information contained in their posts and their social media. Staff members must make certain that their posts are

accurate and must correct any inaccurate statements they make. Staff members must not reference other District staff members or District customers without obtaining their express permission to do so. Most social media sites require that users, when they sign up, agree to abide by a Terms of Service document. Staff members are responsible for reading, knowing, and complying with the Terms of Service of the Social Media sites they use.

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

12.140 Photos and Digital Imaging

The District reserves the right to manage photographs and electronic images taken by District staff members to assure professionalism and the privacy rights of department personnel, patients, fire victims, and the public that we serve.

- Under no circumstances will staff be allowed to use a personal camera, video recorder, or the camera/video function of a personal cellular phone, PDA, or any other digital imaging device while at any incident and/or training unless permission is given by personnel in charge of the scene for the purpose of clinical, documentation or training purposes.
- All photographs containing individually identifiable patient information are covered by HIPAA privacy laws and must be protected in the same manner as patient care reports and documentation.
- Any on-scene images and or any other images taken by a staff member in the course and scope of their employment/volunteer service are the sole property of the Aspen Fire Protection District. This includes any images taken inadvertently with a member's personally-owned camera, cell phone camera, or any other digital imaging device.
- No images taken by a staff member in the course and scope of their liberally defined "duties" may be used, printed, copied, scanned, e-mailed, posted, shared, reproduced, or distributed in any manner unless approval is given by the Fire Chief/CEO or Designee. This prohibition includes the posting of any District photographs on personal Web sites such as, but not restricted to: Facebook, YouTube, Instagram, SnapChat, TikTok, Twitter, other public safety agency websites, or e-mailed to friends, relatives or colleagues.
- All District digital images will be downloaded as soon as possible, and will be cataloged and stored in a secure database with controlled access. After being downloaded, images on memory cards or devices may be required to be erased.

- The use of unauthorized helmet-mounted cameras or vehicle-mounted cameras is strictly prohibited.
- Violation of this policy, or failure to permit inspection of any device covered in this policy, may result in disciplinary action.

12.150 Confidential Information

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

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

12.160 No Contractual Rights – At-Will Employment/Volunteer Service

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

12.170 Severability

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

12.180 Safety

It is the responsibility of each staff member to learn and observe all applicable safety practices, guidelines, directives, or procedures. Safety-related questions should be directed to each staff member's immediate supervisor. Violation of safety practices, guidelines, directives, or procedures may result in disciplinary action.

12.181 Safety Rules

The District has safety rules with which all staff members are expected to comply. These rules are not exclusive; staff members are expected to do their jobs in a reasonable and safe manner whether or not specific safety rules apply. It is the responsibility of each staff member to read and understand all District safety rules. Disobeying a safety rule may result in disciplinary action.

Staff members are encouraged to report any safety concerns they have to the Safety Officer or HR Director.

12.190 **Public Health Emergency Whistleblower Policy**

In accordance with C.R.S. 8-14.4-101, et seq., the District prohibits discrimination or retaliation against a staff member who, during a public health emergency, (a) raises reasonable concerns about, (b) opposes, or (c) testifies, assists or participates in a hearing about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency. The protections in this policy do not apply to an staff member who discloses information they know to be false or with reckless disregard for the truth or falsity of the information.

Staff members are permitted to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the PPE provides more protection than equipment provided by the District; is recommended by a government health agency; and does not make the staff member unable to do their job. The District shall not discriminate or retaliate against a staff member for wearing their own PPE in accordance with this policy.

A staff member who believes the District has violated this policy should report the violation pursuant to the Grievance Procedure set forth in Section 9.

13.00 STAFF MEMBER ACKNOWLEDGEMENT

The Aspen Fire and Protection District Staff Member Handbook contains important information that is applicable to all AFPD staff members, including organization wide policies, work rules and guidelines, benefits, and other information about working at the AFPD.

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By signing this acknowledgement of receipt, I am signifying that I acknowledge and understand the following:

1. I have received my copy of the AFPD Staff Member Handbook, and I understand that it is my responsibility to read the entire contents of the Handbook and any updates and/or modifications made to it.
2. I understand that I should consult human resources regarding any questions not answered in the handbook.
3. I agree to comply with all of the policies and procedures applicable to my position.
4. This Handbook is not all-inclusive but is intended to provide me with a summary of AFPD's guidelines and expectations regarding my conduct.
5. This Edition of the AFPD Staff Member Handbook supersedes and replaces all previously issued editions and any inconsistent prior practices, oral or written representations or statements (including policy statements) issued prior to this Handbook. No oral statements or other representations can change the provisions of this Handbook.
6. The language used in this AFPD Staff Member Handbook and the Policies and Rules herein are not a contract of Employment/Volunteer service, Express or Implied, nor a guarantee of employment/volunteer service for any duration. All Employment/Volunteer service at the AFPD is at-will and may be terminated at any time, with or without cause, a statement of reason, or a hearing, and that I may resign at any time, for any reason.
7. The information in this Handbook imposes no legally enforceable obligations on AFPD.
8. I understand that AFPD reserves the right to change or rescind these guidelines at any time, as well as the right to determine their meaning, purpose, and effect. I also understand that the District reserves the right, in its sole discretion, to determine whether, and to what extent, these guidelines should be applied in any given circumstances.

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I acknowledge that I have received a copy of the employment guidelines of the Aspen Fire Protection District. I understand that these guidelines do not constitute a contract and impose no legal obligation of any kind on the District or any staff member.

I understand that the District reserves the right to change or rescind these guidelines at any time, as well as the right to determine their meaning, purpose, and effect. I also understand that the District reserves the right, in its sole discretion, to determine whether, and to what extent, these guidelines should be applied in any given circumstances.

~~I understand that my employment/volunteer service with the District is at will, and may be terminated at any time, with or without cause, a statement of reasons, or a hearing, and that I may resign at any time, for any reason.~~

Printed Name

Signature

Date