



PAGOSA FIRE PROTECTION DISTRICT

Personnel Policy and Procedure Manual

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SECTION 1 INTRODUCTION

Welcome to Pagosa Fire Protection District (PFPD). As a volunteer/employee of the District, our primary purpose is to provide services to the citizens of the District. PFPD recognizes the need for qualified and motivated volunteers/employees who will serve the public and work for PFPD with maximum dedication, productivity, and harmony.

We want to make your employment experience with PFPD as rewarding as possible. It is your individual contributions and success along with the total team effort that make our District a pleasant environment.

1.1 DISCLAIMER

IMPORTANT

The policies and procedures contained in this handbook do not represent a contract, are not meant to be enforceable, and should not be relied upon as binding, inflexible promises made by the District. The District reserves the right to change or rescind these policies at any time, as well as the right to determine their meaning, purpose, and effect. The District also reserves the right, in its sole discretion, to determine whether, and to what extent, these policies and procedures should be applied in any given circumstances.

1.2 PURPOSE AND SCOPE OF POLICIES

These policies are intended to inform employees and volunteers of the District's position or basic, employment-related subjects. They are not all-inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The policies establish guidelines to be used as a reference source by employees and supervisors. The District expects that they ordinarily will be followed.

The policies and procedures apply to all employees and volunteers, except as otherwise provided herein or by statute. If a conflict exists between the terms of the Personnel Policy and any State or Federal statute, the rule of law shall prevail.

1.3 EMPLOYMENT AT-WILL

Employment with the District is "at-will". Any employee may be terminated with or without cause, a statement of reasons, or a hearing, just as any employee may resign at any time, for any reason. Nothing in this handbook is intended to modify the District's at-will employment policy.

1.4 AUTHORITY OF THE BOARD OF DIRECTORS

The District Board of Directors reserves the right to adopt, amend, or rescind any policy, procedure, or benefit. Any modification of these policies and procedures may be made only pursuant to formal action of the Board of Directors, reflected in the official records of the Board. No employee or agent of the Board is authorized to modify these policies by agreement, practice, or otherwise.

Ultimate responsibility for the operation of the District is vested in the Board of Directors. The Board, after receiving the counsel and recommendation of the Fire Chief, retains the right to operate the District consistent with its legal authority, including, but not limited to, the right to direct the work of employees; hire, promote, demote, classify, evaluate, and retain employees in positions with the District; demote, suspend, discharge, or otherwise discipline employees; transfer, assign and **schedule employees; layoff employees; determine and implement the methods, equipment,**

facilities, personnel, and other means by which District operations are to be conducted; 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; and determine planning or staffing levels.

The Board of Directors may exercise its authority to manage the district through its supervisory employees.

1.5 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The District is an equal employment opportunity employer. These policies are to be applied without regard to any otherwise qualified person's race, creed, color, sex, age, national origin, ancestry, or disability, subject to such reasonable requirements of the District as may be permitted by law. The District believes that it is all employees, singular and collective, responsibility to deal fairly and honestly with their peers, subordinates, and superiors, as well as applicants, to ensure a work environment free of discrimination of anykind.

SECTION 2 WORKING CONDITIONS

It is the District's intent that all employees enjoy a safe work environment.

2.1 WORKWEEK

Each employee's work week consists of a seven-day period beginning and ending at midnight Friday unless otherwise specified in writing by an authorized representative of the District. Fire suppression and emergency medical employees assigned to fire suppression duties shall normally be employed in recurring work cycles.

Fire suppression employees are those whose duties require them to prevent, control, or extinguish fires or whose duties are directly concerned with the prevention, control, or extinguishment of fire. Emergency medical employees are those who have special training in the rescue of fire and accident victims and who are regularly dispatched to fires, accidents, and other medical emergencies.

2.2 REGULAR WORKWEEK

The regular work week shall be forty (40) hours for all non-exempt employees, ordinarily to be worked in five (5) consecutive eight hour shifts, unless otherwise specified.

2.3 ON-CALL TIME

- A. Employees may be assigned on-call duty requiring that they are available for call-in during a specified time period outside their normal working hours. Employees placed on-call may be paid up to 0 hours straight time pay or compensatory time for each week of on-call duty.

Or, As An Alternative

- B. Employees may be assigned on-call duty requiring that they are available for call-in during a specified time period outside their normal working hours. Employees are not paid for on-call time, except as may be required by law.

2.4 TRAINING TIME

District employees ordinarily are compensated for time spent in District required training activities. Compensation will not be provided, however, for the following training unless specifically authorized by the District.

- A. Training undertaken to meet certification requirements mandated by a higher level of government (e.g., the State of Colorado or the United States) for performance of the employee's duties; and
- B. Training meeting **all** of the following criteria:
 - 1) Attendance is outside the employee's regular working hours;
 - 2) Attendance is voluntary;
 - 3) The employee performs no productive work during attendance; and
 - 4) Training is not directly related to the employee's job, unless the training is obtained at an independent school or college attended on the employee's own initiative or the training program is established by the District and corresponds to courses offered by independent learning institutions.
- C. Overtime for training shall be pre-approved prior to attending any outside training or participation in local training.

2.5 OVERTIME

The District may require employees to work overtime.

- A. Employees who are not exempt from the Fair Labor Standards Act shall receive overtime compensation for hours actually worked in excess of forty (40) hours during the work week. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

Or, As An Alternative

- B. Employees who are not exempt from the Fair Labor Standards Act shall receive overtime compensation for hours actually worked over forty (40) hours during any work week or over eight (8) hours during any day. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

Or, As An Alternative

- C. Employees other than those assigned to fire suppression (or emergency medical) duties who are not exempt from the Fair Labor Standards Act shall receive overtime compensation for hours actually worked over forty (40) hours during any work week. Employees assigned to fire suppression duties who are not exempt from the overtime requirements of the Fair Labor Standards Act shall be compensated at overtime rates for work actually performed in addition to their regularly assigned work schedule. Overtime shall not be worked or compensated unless approved by an authorized representative of the District.

Overtime compensation for time spent training shall be provided as required by the Fair Labor Standards Act.

2.6 OVERTIME COMPENSATION

Fire suppression and emergency medical personnel shall be compensated at one and one-half (1-1/2) times their regular rate of pay as determined from the District pay schedule for work actually

performed in addition to their regularly assigned work schedule, unless compensatory time is provided for such work.

Administrative personnel shall be compensated one and one-half (1-1/2) times their rate of pay for hours worked over their regular 40 hours work week. Overtime shall be approved by a chief officer prior to work being performed.

2.7 EXEMPT EMPLOYEES

Salaried executive, managerial, and supervisory employees are normally not eligible for overtime compensation of any kind. Such employees may receive bonus compensation in the form of additional pay or compensatory time in emergency situations requiring extraordinary work if authorized by the Board of Directors or the Chief Officer of the District.

2.8 HOURS OF WORK

Normal business hours for the District shall be from 8:00 o'clock a.m. until 5:00 p.m., Monday through Friday. Employees shall report to work no later than 8:00 a.m. and shall normally work until 5:00 p.m., with one hour for lunch.

2.9 BREAK TIMES

In addition to scheduled one-hour lunch breaks, employees shall be entitled to two (2) fifteen (15) minute breaks each work day. All breaks, including lunch breaks, shall be scheduled by each employee's supervisor, and provided that, where possible, lunch breaks shall be scheduled between 12:00 noon and 1:00 p.m. Once assigned, lunch periods and break time shall remain constant unless changed by an employee's supervisor. Supervisors may require minor variations in lunch periods from day-to-day based on individual work requirements.

2.10 ATTENDANCE

Regular attendance of all employees and volunteers is important to the successful operation of the district. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with shift schedules.

2.11 NOTICE OF ABSENCE

Employees who must be absent from work ordinarily are expected to notify their immediate supervisors by telephone at a reasonable time (normally not less than one-half [1/2] hour) before their scheduled start time. The reason for and probable duration of the absence shall be provided by the employee. An employee's failure to provide such notice may result in disciplinary action or discharge.

2.12 TARDINESS

The persistent tardiness of nonexempt employees shall be charged as leave without pay. Any employee's tardiness may be the basis for disciplinary action, including termination.

2.13 PAY POLICIES AND PROCEDURES

The Executive Administrative Assistant or his/her designee, under the direction of the Fire Chief, is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

2.14 PAY PERIODS

Employees are paid on a bi-weekly schedule, every other Friday. Pay periods follow the standard twenty-six (26) pay period payroll schedule. Should the payment date scheduled for distribution fall on an observed holiday, paychecks are distributed on the last workday prior to the holiday.

2.15 TIME REPORTING

Nonexempt employees will log hours worked in the computerized timesheets and will be responsible for recording time on a daily basis. Each employee is responsible for his/her timesheet.

Overtime must be authorized and/or approved **prior to** working the schedule, including determination of overtime and/or compensatory time status. Emergency calls will not require prior approval. An employee's supervisor will demonstrate authorization/approval by notations on and signing of the timesheet. Failure to obtain approval prior to working overtime may result in disciplinary action up to and including termination of employment.

Any employee who knowingly and willingly reports false information on timesheets will be subject to disciplinary action up to and including termination of employment.

2.16 DEDUCTIONS

Federal and state income taxes and social security contributions, if applicable, are automatically deducted from employee paychecks, as is required by law. In addition, the following payroll deductions may be authorized in writing by individual employees:

DENTAL/VISION INSURANCE, FPPA CONTRIBUTION, OPTIONAL INSURANCE, OR
REIMBURSEMENT TO EMPLOYER

Other deductions can be made as approved by the District.

2.17 GARNISHMENT

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

2.18 SAFETY RULES

The District has safety rules with which employees are expected to comply. These rules are not exclusive; employees 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 employee to read and understand all district safety rules. Disobeying a safety rule may result in disciplinary action up to and including termination of employment.

2.19 REPORTING ACCIDENTS/WORKER'S COMPENSATION

Any employment-related accident involving any injury or property damage whatsoever must be reported to the immediate supervisor of each employee involved in or witnessing the accident. Such report shall be made at the earliest practicable time. Failure to report promptly and accident involving injury or property damage may result in disciplinary action up to and including termination of employment.

Employees are covered for employment-related injury or illness by the Colorado Worker's Compensation Act. Under the Act, an employee may receive benefits for missing work as a result of

an employment-related injury or illness. Delay in reporting a work related injury or illness may result in a loss of benefits under the Act.

2.20 MAINTENANCE/HOUSEKEEPING

Each employee is responsible for the condition of equipment used on the job. Equipment which is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment to their immediate supervisor.

Cleanliness and orderliness are important to the operation of the District. Employees are responsible for keeping their work areas clean and orderly. The District reserves the right to restrict the placement of pictures or posters on walls within District premises.

SECTION 3 COMPENSATION

The District recognizes the provisions of the Fair Labor Standards Act (FLSA) and subscribes to the guidelines therein to determine whether a position is eligible for compensatory time or payment of overtime.

3.1 PAY SCHEDULE

Employees are paid according to a payment schedule adopted by the Board of Directors. Employees shall be placed on the pay schedule according to their job classification (and any other factors relevant to the specific pay schedule). Any employee temporarily assigned outside of his or her regular classification shall be paid at the rate for the temporary classification after 30 days, until such time as he or she returns to his or her former classification.

3.2 HOLIDAY PAY

Employees who work on district designated holidays shall be compensated with an additional floating holiday of their choice, to be used during the current calendar year. An employee who works 40 hours during the holiday work week and takes the holiday day off will have the option of taking straight pay for the additional 8 hours worked or an additional floating day for the 8 hours worked. Holiday leave must be scheduled in advance.

Should a holiday fall during an employee's vacation, the employee will receive holiday pay in lieu of vacation pay for that day. Likewise, should a holiday fall during the time an employee is out on health or illness leave, the employee will receive holiday pay and no charge will be made for sick leave.

3.3 INSURANCE BENEFITS

All full-time employees are 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 employee contributions as a condition of participation. Required contributions must be made through payroll deductions.

3.4 HEALTH INSURANCE

The District, at the discretion of the Board of Directors, will provide health insurance for the employee. Information is available from the Human Resource Department concerning available options, coverage dates and scope of coverage.

3.5 LIFE INSURANCE

The District provides group life insurance for all eligible employees up to a maximum amount determined by the Board of Directors. Information is available from the Human Resource Department concerning available options, coverage dates and scope of coverage.

3.6 RETIREMENT BENEFITS

The District participates in the Colorado Firefighter and Police Pension Association (FPPA). The District contributes 8% of the employee’s base salary. The Employee contributes, by payroll deduction, the rate approved by the membership of the FPPA plan.

The District provides optional retirement plans to all regularly employed, full-time employees. Information is available from the Human Resource Department concerning specific details of the retirement plan.

**SECTION 4
LEAVE TIME/HOLIDAYS/VACATION**

Unless otherwise specified, all regularly employed, full-time employees are provided the following leave time, holidays, and vacation. Employees are considered full-time within the meaning of these policies if they are regularly employed for at least 32 hours per week.

4.1 VACATION

Full-time, regular employees accrue vacation annually starting their first day of the employment. Employees are not allowed to take the accrued vacation until after the first 6 months of employment. Vacation accrual is as follows:

<u>Years Completed</u>	<u>Vacation Hours Per Year</u>
Year 0 through Year 5	80 hours/10 days
Year 6 through Year 10	120 hours/15 days
Year 11 through Year 15	160 hours/20 days
Year 16 through Year 20	200 hours/25 days
Year 21 through End of Service	240 hours/30 days

Employees may accrue vacation from one year to the next, only with the approval of their supervisor. In no event shall any employee be permitted to accrue more than 200 hours of vacation.

Vacation shall not be used in advance of its accrual. All use of vacation time must be approved by the Assistant Chief of Operations or by the Fire Chief. All requests for vacation shall be made at least 30 days prior to the days requested. Emergency request will be handled on a case by case basis.

Upon termination employees will be paid for unused vacation and/or comp time at the current rate of pay.

4.2 HOLIDAYS

The District provides the following paid holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday & Friday in November
Christmas Day	December 25

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees who are normally scheduled to work on Saturdays or Sundays will observe the actual day of the holiday. To receive pay for a designated holiday, an employee must have worked on or have been paid for the work day immediately preceding and the work day immediately following the holiday.

4.3 LEAVE TIME

The District provides paid or unpaid leave for the use by employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave ordinarily must be approved in advance by each employee's supervisor. Unless advance approval is obtained, if possible, an employee may be charged for unpaid leave even if he or she is absent for a reason for which leave could otherwise be used. In addition, absence from work without advance approval may subject an employee to disciplinary action up to and including termination of employment.

4.4 SICK LEAVE

All regular, full-time employees accrue sick leave. Sick leave shall accrue monthly at the rate of (8) hours per month, 96 hours annually.

Sick leave may be used only for the following purposes:

- A. When an employee is incapacitated due to illness or injury;
- B. When an employee or an immediate family member of an employee requires a health examination or medical treatment.
- C. As a supplement to Worker's compensation benefits, upon the expiration of injury leave; and
- D. When an employee is required to be in attendance for the necessary medical care of a member of the employee's immediate family.

Employees who know in advance that they will be using sick leave (for example, when a health examination or medical treatment has been scheduled) are expected to notify their supervisors promptly of the time and anticipated duration of their absence.

Sick leave may be used for fractions of work days. If illness or injury impairs an employee's job performance, the District may require that the employee use sick leave for the remainder of his or her work day or shift.

The District reserves the right to require at any time that an employee using sick leave or returning from sick leave provide a written statement of a physician regarding the nature of the employee's illness or injury and/or the employee's fitness to return to work.

At time of departure from service with the Fire District the employee will forfeit all accrued sick leave.

4.5 COMP TIME

Comp time is a special option for state and local government. Not available for private sector employers. Comp time was added to the FLSA after the Garcia decision; designed to allow state and local government's greater flexibility managing FLSA OT obligations.

An agreement between the parties is necessary to utilize comp time. This agreement must be in place before the work is performed.

- Firefighters and police officers accrue one and one-half hours of comp time for every hour of overtime due,
- Firefighters and police officers can accrue up to 480 hours of comp time. Once the cap is met, overtime must be paid for additional hours worked,
- Requests from employees to use accrued comp time "should" be honored if:
 - Request was made "within a reasonable period" **and**
 - The usage "does not unduly disrupt the operations of the public agency"
 - There is a split of authority between Federal Circuit Courts interpreting "reasonable period".
 - Mere inconvenience is not considered "unduly disruptive", the agency must have the good faith anticipation that granting the comp time request will affect "the agency's ability to provide (acceptable) services".
 - Denial solely because the recipient's replacement would be eligible for overtime or more comp time does not constitute unduly disruptive.
- Comp time that is paid out during the course of employment must be paid out at the regular rate in effect at the time of payment. Not at the rate at time of accrual.
- When employees that have accrued comp time quit, retire, or are fired, the employer must pay out the comp time by calculating the regular rate for the previous three year average OR on the last day of employment.
- The employer must maintain detailed records that indicate how much comp time was earned, utilized, and paid out per employee as well as records indicating the existence of an agreement between the employee and employer to utilize comp time.

4.6 MATERNITY LEAVE

Childbirth and disabling conditions arising from pregnancy are regarded by the District in the same manner as any other physical condition or disability. Because it can reasonably be expected that pregnancy will necessitate an employee's absence from work at some point in time, employees are expected to notify their supervisors when pregnancies become known.

4.7 FAMILY AND MEDICAL LEAVE

Employees may be eligible for up to twelve weeks leave under the Family and Medical Leave Act (FMLA). Generally, to qualify for such leave, an employee must have worked at least 1,250 hours for

the District during the twelve months preceding the beginning of the leave and the District must employ at least 50 people at the time of the leave. FMLA leave ordinarily is available for the following reasons:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, or son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

The amount of FMLA leave available will be determined based on a "rolling" twelve month period, meaning that the amount of FMLA leave available to an eligible employee at any given time is twelve weeks less the amount of FMLA leave used during the preceding twelve months.

Spouses who both are employed by the District ordinarily will be limited to an aggregate of twelve weeks leave under the Act on account of the birth or placement of a son or daughter or to care for a sick parent.

Employees may elect, or the District may require the employee to use accrued vacation or any other available paid leave other than sick leave during FMLA leave.

When FMLA leave is taken because of the birth or placement of a child or to care for a family member with a serious health condition. An employee may elect, or the District may require the employee to use any paid leave, including sick leave, during FMLA leave when FMLA leave is taken because of an employee's serious health condition or to care for a family member with a serious health condition.

Employees who intend to use FMLA leave must give at least thirty days notice when circumstances permit. The District may also require a physician's certification for health leave and may require a second opinion at District expense from a District-designated physician, as a condition to approval of such leave. An employee's failure to provide a physician's certification may result in denial of leave.

Any employee taking FMLA leave shall be provided health insurance benefits upon the same terms and conditions as if the employee had continued to work during the time on leave. Employees taking FMLA leave shall be responsible for any required employee contributions for such benefits throughout the time of the leave. Failure to make employee contributions may result in lapse of health insurance. If an employee fails to return from FMLA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or because of other circumstances beyond the employee's control, the District shall be entitled to reimbursement for the cost of providing such benefits.

At the end of an approved FMLA leave the District will return the employee to the same or an equivalent position with no loss of benefits

If an employee takes FMLA leave due to the employee's own serious health condition, a return to work certification from an appropriate health care provider may be required. Failure to provide such certification may result in denial of reemployment.

4.8 PARENTAL LEAVE

Upon the birth or adoption of a child in an employee's family, the employee may be provided up to six (6) weeks unpaid parental leave. Such leave may be renewed upon the employee's request at the discretion of the District. Any employee who takes a parental leave of more than one month's duration shall be required to pay the full cost of any insurance benefits provided to the employee by the District.

4.9 MILITARY LEAVE

Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of benefits or status for up to fifteen (15) days each calendar year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay for the duration of his or her service and shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports to the District for work within fourteen (14) days from such separation for employees gone for a month to 181 days. For employees gone for more than 6 months they have ninety (90) days to report to the District for work.

Employees on military leave are paid the difference between their regular straight time pay and pay received for military service for up to ten (10) working days per calendar year. To receive such pay, an employee must provide a military pay statement verifying the amount received by him or her for military service.

4.10 BEREAVEMENT LEAVE

Any employee who suffers a death in his or her immediate family will be allowed 24 hours 3 days' leave at full pay and may request additional unpaid leave. For purposes of this policy, an employee's "immediate family" includes his or her spouse, children, grandparents, grandchildren or siblings, and the parents, siblings or children of the employee's spouse.

4.11 INJURY LEAVE/WORKER'S COMPENSATION

Any employee who incurs a work-related injury or illness is entitled to benefits pursuant to the Worker's Compensation Act.

Any employee on injury leave shall provide the District with such information concerning his or her medical condition as the District may require from time to time.

4.12 ADMINISTRATIVE LEAVE

Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, when the employee has been charged with serious criminal misconduct, or under such other circumstances as may be deemed necessary by the District. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

4.13 UNPAID LEAVE

Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion. Unpaid leave shall not be granted for more than six (6) months, but may be renewed by the District upon its expiration.

Employees shall not accrue vacation, sick leave, or personal leave while on unpaid leave. Employees on unpaid leave are eligible to receive group insurance benefits upon their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

4.14 JURY DUTY/COURT TIME

Any employee who is summoned for jury duty or subpoenaed in connection with his or her employment during a regularly scheduled work time will be compensated for scheduled hours. A copy of the subpoena or order requiring such duty must be submitted with a leave request in order for such compensation to be paid.

4.15 VOTING

Any employee whose work schedule is such that polls are not open during at least three (3) non-working hours on Election Day shall be permitted paid leave for the time spent voting, not to exceed two (2) hours.

4.16 LEAVE TO SEEK PROTECTION

Any employee who is the victim of domestic abuse, stalking, sexual assault, or any other crime involving domestic violence may be eligible for up to three working days of leave in a twelve month period to seek protection. Generally, to qualify for such leave under Colorado law, an employee must have worked for the District for the twelve months preceding the beginning of the leave and the District must employ at least 50 people at the time of the leave. Such leave ordinarily is available for the following purposes:

- A. To seek a civil restraining order to prevent domestic abuse;
- B. To obtain medical care or mental health counseling for the employee or the employee's child to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence;
- C. To secure the employee's home from the perpetrator or seek new housing to escape the perpetrator; or
- D. To seek legal assistance to address issues arising from the domestic abuse, stalking, sexual assault, or other crime involving domestic violence, and attending and preparing for related court proceedings.

Except in cases of imminent danger, the employee taking leave to seek protection shall provide advance notice to the District and shall provide any documentation requested by the District. The employee shall be required to use any annual, vacation, personal, and sick leave, as applicable, before being granted any leave under this section. If no such paid leave is available, the employee's leave to seek protection will be granted without pay.

SECTION 5 EMPLOYMENT PRACTICES

5.1 PROBATIONARY PERIOD

Each new employee is employed on a Probationary basis for 1 year. During this introductory period, employees will undergo orientation, will receive such training as is deemed appropriate, and will be evaluated by their supervisors. During this probationary period, the new employee will not be eligible for pay increases. Vacation and sick time will accrue, but an employee will not be eligible to use vacation for the first 6 months during this probationary period. Upon successful completion of the Probationary period, an employee shall be considered a regular employee and as such may be eligible for a transfer or promotion.

Successful completion of the probationary period shall include, but not be limited to

- A. Review of monthly performance evaluations.
- B. Completion of all assigned probationary training assignments.

Classification of an employee as "regular" is not intended to alter the at-will status of the employment relationship, but rather is intended to distinguish such employees from temporary and introductory employees.

An employee's introductory period may be extended for an additional 60 days at the discretion of the District. An employee whose introductory period is extended will be so notified in writing.

Internal Promotions shall have a 6 month probationary period. During this period performance will be observed and evaluated.

5.2 TRAINING AND EDUCATION

The District will pay the fees and costs of education and training programs which 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 employees. The District's approval of payment for one segment, portion, or course which is a component of an education or training program does not obligate the District to pay for any additional segment, portion, or course.

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

Educational leave is available, at the District's discretion, to assist employees 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. An educational leave must be approved in advance by the District's Chief Officer or other appropriate manager. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

5.3 VACANCIES

The District considers a position vacant when there is no employee assigned to the position who has the foreseeable ability or apparent intention to perform the duties of the position. The District reserves the right to declare a position vacant under other circumstances, for example, the apparent

abandonment of a position by an employee, and also reserves the right not to declare a position vacant, in its discretion.

Employees of the District are encouraged to apply for vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best-suited to meet the needs of the District. If a vacancy is awarded to a current employee, that employee shall serve a 180 day probationary period in that position.

The Fire District shall utilize a standardized hiring process for full-time career positions. The process shall include; a written exam, physical agility course and an interview process. Once a hiring list is established the Fire Chief shall review and validate the hiring list. Candidates selected for full time positions will receive a conditional offer of employment upon successful completion of a medical examination, drug screen and background check.

Full-time office staff positions may not be required to compete in the written test or physical agility, but may be required to complete an assessment specific to their job title. The Fire Chief retains the right of final approval for any full time position with the fire district.

The District may provide relocation assistance to employees when a newly hired Fire Chief, or other essential personnel as determined by the Fire Chief must relocate his/her residence.

The following expenses are eligible for reimbursement:

- A. The cost of moving household items, including the cost of packing and transporting standard furniture and personal effects of the employee and members of the employee's immediate family;
- B. The cost of transporting one vehicle. More than one vehicle, boats, trailers, snowmobiles, motorcycles, and all-terrain vehicles will not be covered;
- C. Travel costs for the employee and members of his/her household from the current location to the new location via the most direct and cost effective route.

Moving and travel costs for relocation shall not exceed 5% of the employee's annual salary.

Documentation of eligible relocation expenses must be submitted to the Executive Administrative Assistant within thirty (30) days of relocation.

The employee will be responsible for reimbursing the costs of the relocation to the District if he/she voluntarily terminates employment prior to his/her first anniversary date.

Once the selection processes are completed, the Department Supervisor or Fire Chief shall provide the Human Resources Department with all the necessary information and documentation or retention as required by law.

5.4 PROMOTIONS

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher rate of pay. All regular employees of the District are eligible to be considered for promotions for which they apply and are qualified. An employee who is promoted shall serve a 180 day Probationary period in his or her new position.

The effective date of an employee's promotion establishes a new starting date for any annual salary increases for which the employee may be eligible.

5.5 TRANSFERS

An employee may be transferred through promotion, successful application for a vacant position, or at the direction of the District. Employees may be transferred involuntarily, although the District intends to minimize such transfers.

An employee, who is temporarily transferred to a different position for 30 days or less, shall incur no reduction in pay during that temporary transfer. Employees temporarily transferred to higher paying positions will be paid at the higher rate of pay after 60 days. The District may approve payment at the higher rate prior to 60 days, at its discretion.

5.6 NEPOTISM

The District will not employ close relatives under circumstances where:

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

For purposes of this policy, a close relative is anyone of equal or greater relationship than a first cousin, which includes anyone descended from the employee's grandparents. In addition, a close relative includes an employee's spouse and anyone descended from that spouse's parent.

When employees of the District become related and their working relationship is prohibited by this policy, one employee will be required to transfer to another position, provided a position is available, or to resign. If neither affected employee voluntarily transfers or resigns, the District shall terminate or transfer one of the employees, in its discretion.

5.7 TEMPORARY AND SEASONAL EMPLOYMENT

Employees who are hired for positions known to be of limited duration are considered Temporary or Seasonal employees. A position is considered to be of limited duration if it is reasonably expected at the time the position is filled that the position will terminate in the foreseeable future, even though the precise termination date may not be known.

Temporary and Seasonal employees are not eligible to participate in any group insurance programs offered by the District and are not provided vacation, sick leave, maternity leave, parental leave, personal leave, bereavement leave, or injury leave, nor will the District provide any pay differential for military service, jury duty, or to temporary employees. Temporary employees are paid for holidays only if worked.

Temporary employees are entitled to overtime compensation as provided for in these policies.

The term for Temporary or Seasonal Employment shall not exceed 5 months.

5.8 PART-TIME EMPLOYMENT

Any employee who is regularly scheduled to work less than 32 hours per week is considered a part-time employee. Part-time employees who are regularly employed for more than 32 hours or more per week are eligible for all leave time and benefits described in these policies, provided that such leave time shall accrue, and such benefits shall be paid for by the District only in the same proportion that the number of hours worked by the employee bears to forty (40) hours.

In lieu of Social Security the district will provide through FPPA a qualified FICA replacement plan. A 457 plan through FPPA will be provided for all part-time personnel (other than contract labor) with a minimum contribution of 7.5% of the employee's wages. PFPD will match contributions up to a 6% per employee with a minimum requirement of 3.75% from the employee. All other federal taxes will be deducted per federal laws.

5.9 EMPLOYEE EVALUATION

It will be the policy of the district to perform employee evaluations on all line personnel on a yearly basis after their initial probationary period and evaluation. Evaluations will be done yearly on or around the individual's birth date.

It will be the responsibility of the immediate supervisor to complete the evaluation in a timely manner. Once the evaluation is completed it will be reviewed with the individual being evaluated and sent to the next level in the chain of command.

After review and comment by the Fire Chief a copy of the evaluation with all comments completed will be sent back to the person being evaluated. That person will then have 30 days to ask for a review with his/her supervisors.

A standard evaluation form specific to the position will be used.

SECTION 6 LAYOFF

The District reserves the right to lay off employees for reasons of efficiency, economy, lack of work, or for such other reason as the Board of Directors deems sufficient. Employees who are laid off are eligible to continue health and dental insurance, if any, at their own expense as authorized by federal and state law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- A. Laid off employees may apply for vacancies with the District and shall be afforded preference over new hires for positions for which they are qualified.

Or, In The Alternative

- B. The District shall maintain a list of laid off employees for a period of 6 months. Employees will be recalled by the District to any vacancies for which they may be qualified in reverse order of layoff. After 6 months a laid off employee shall not be eligible or recall, but may apply for any vacancy with the District.

SECTION 7 EMPLOYEE CONDUCT

The District expects all of its employees to act in the best interests of the District and its constituents. It is the responsibility of all employees to observe all rules, policies, operating procedures and directives of the District. Specific rules of conduct adopted by the District or described in these policies are not meant to be all inclusive, but rather address some common and serious potential problems.

7.1 STANDARDS OF CONDUCT

All employees of PFPD hold positions of public trust and must conduct all work-related matters in accordance with the following standards:

- A. In compliance with all PFPD policies;
- B. With courtesy;
- C. With respect;
- D. With honesty;
- E. With fairness;
- F. In compliance with all applicable laws and regulations;
- G. In a manner consistent with PFPD's mission, values and expectations;
- H. In a manner that furthers PFPD's goals and objectives;
- I. In a manner that does not cause discredit to PFPD and persons affiliated with PFPD;
- J. In a manner that does not cause question to the public's trust of PFPD and its members;
- K. With loyalty to PFPD and without an actual or apparent conflict of interest; and
- L. To the extent patient protected health information and/or other confidential information of PFPD is available to the employee, the employee will conduct himself/herself in a manner that maintains such confidential information.

While PFPD does not seek to interfere with the off-duty and personal conduct of its employees, illegal activities of employees interfere with PFPD's best interests. Illegal conduct on the part of an employee that adversely affects PFPD's interests or the employee's ability to perform his/her job will not be tolerated and is subject to disciplinary action up to and including termination of employment.

PFPD employees do not have an expectation of privacy when using PFPD computers, phones, address, and/or numbers. All emails, texts and other electronic communications and/or documents on PFPD computers and phones are the property of PFPD. PFPD has the right to monitor, access, view, use, copy and disclose any such communications or anything stored or located on an PFPD computer, phone, address and/or number.

No PFPD employee may make unauthorized copies of PFPD software or other data licensed PFPD or stored on PFPD computers.

7.2 DRUGS AND ALCOHOL

The District strictly prohibits the manufacture, distribution, use or possession on District premises of alcoholic beverages of any kind, marijuana, and drugs other than those prescribed by a physician or obtained from a legal over-the-counter source. Employees 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.

No employee is permitted to report for duty while impaired by or under the influence of alcohol, marijuana or drugs to the slightest degree. Any employee who reports to work impaired by or under the influence of drugs, marijuana or alcohol shall be relieved of his or her duties immediately and without pay.

Any violation of this policy will subject an employee to discipline, up to and including immediate termination of employment.

7.3 REPORTING OF CRIMINAL CHARGES OR CONVICTIONS

All employees must immediately (not later than a delay of two business days after the occurrence) report to the Fire Chief of being charged with or convicted of a violation of any federal or state criminal statute (whether traffic violation, misdemeanor, or felony), including, but not limited to, drug-related or alcohol offenses, violence against persons, dishonesty, theft, destruction of property. A conviction means a finding of guilt, a plea of guilt, a plea of no contest, a plea that allows the defendant to enter a guilty plea without admission of guilt, the acceptance of a plea bargain, the acceptance of a deferred sentence or deferred judgment, a penalty assessment, or any imposition of any form of a sentence by a judge or jury in any federal or state court. The Fire Chief shall document any reporting, including the absence of reporting, to legal counsel for PFPD. Failure to timely report as required by this section may result in disciplinary action up to and including termination.

7.4 RIGHT TO INSPECT

PFPD employees do not have an expectation of privacy with regard to any PFPD properties, i.e., vehicles, stations, lockers, offices, desks, files, electronic devices, computers, social media; or otherwise; PFPD reserves the right to conduct inspections without notice.

7.5 DRUG AND ALCOHOL TESTING

All District employees required to hold a drivers' license shall be subject to a drug and alcohol testing program. Tests shall be conducted under the following circumstances:

- A. Each such employee shall be tested before the first time they perform any safety-sensitive function for the District. Such functions including driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading or unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing the driver requirements related to accidents; and performing any other work related to vehicle maintenance or operation. Pre-employment tests shall be required only after an applicant is offered a position.
- B. Alcohol and controlled substance tests shall be conducted after any accident involving any safety-sensitive function. Such tests shall be conducted as soon as is practicable following an accident if the accident involved personal injury, property damage, or a citation for a moving traffic violation. Employees involved in accidents shall make themselves available for testing unless they need immediate medical attention, and shall not use alcohol for eight hours after any accident or until after a post-accident alcohol test, whichever occurs first.
- C. Tests shall be conducted on a random basis at unannounced times throughout the year. Such random tests shall be conducted just before, during, or just after the performance of safety-sensitive functions.
- D. Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that an employee has violated the District's alcohol or drug prohibitions. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech or body odors. Such observations may include indications of the chronic and withdrawal effects of controlled substances.

- E. A drug or alcohol test shall be conducted if and when an employee who has violated the District's drug or alcohol prohibition returns to performing safety-sensitive duties. No employee may be assigned to a safety-sensitive position until a return-to-duty drug test is administered with a negative result.
- F. An employee who violates the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Such follow-up testing shall be conducted just before, during, or just after the performance of safety-sensitive functions.

Testing procedures and facilities used for the tests shall conform with the Code of Federal Regulations, Title 49, Section 40, et seq.

Any driver who refuses to submit to a drug or alcohol test required by this policy shall not perform or continue to perform safety-sensitive duties and will be subject to discipline up to and including dismissal. An employee 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 shall, subject employees to disciplinary action up to and including termination of employment.

7.6 HARASSMENT

The District prohibits any harassment of its employees on the basis of sex, race, color, national origin, ethnicity, disability, religion, and all protected classes of people. 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;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment 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 employment environment.

Harassment based on race, color, national origin, ethnicity, disability, religion, or all protected classes of people 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 employee who believes he or she has been the victim of prohibited harassment or who has observed such harassment is expected to report the harassment to his or her immediate supervisor or to Department Chaplain. In all events, prohibited 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 harassment, a supervisor shall notify the District's chief personnel officer (or other appropriate manager). The District's chief personnel officer [or other appropriate manager] shall immediately investigate, take action to prevent and remedy any harassment, and report his or her findings and course of action to appropriate District administrators and the complaining party. Investigations of reported harassment and the results of such investigations will be kept confidential to the extent possible, given the need for a complete and fair investigation.

Employees shall not be subject to retaliation for making good faith complaints or reports of prohibited harassment.

If prohibited 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 termination of employment.

7.7 WORK PLACE VIOLENCE

The District prohibits work place violence of its Employees.

Any employee who believes he or she has been the victim of prohibited Violence or who has observed such violence is expected to report the violence to his or her immediate supervisor or to Department Chaplain. In all events, prohibited violence 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.

If prohibited violence 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 termination of employment.

7.8 USE OF DISTRICT PROPERTY

The District property is to be used only for official District business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove District property or the property of any other employee from District premises or work sites without proper authorization. Any employee who steals District property or the property of any other employee, or who abuses, misuses, damages, or destroys District property shall be subject to discipline, up to and including immediate termination of employment.

7.9 USE OF DISTRICT VEHICLES

District vehicles may be used only for the purpose and in the manner authorized by the District. All vehicles shall be operated in accordance with all applicable traffic laws and vehicle operators shall be responsible for the condition and proper use of their vehicles.

Unauthorized or improper use of District vehicles may result in discipline, up to and including termination.

7.10 CONFLICT OF INTEREST

District employees shall not place their personal interests above the best interests of the District or Board's constituents. Accordingly, employees of the District shall not:

- A. Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- B. Take any official action directly and substantially affecting its economic benefit a business or other undertaking in which he or she has a substantial direct or indirect financial interest or business arrangement;
- C. Disclose OR use of confidential information acquired in the course of his or her official duties to further substantially to his or her personal financial interests; or

D. Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence him or her in the discharge of his or her responsibilities, or which could be construed as a reward for action taken in the course of official duties.

Any employee who knows or reasonably should know he or she has a potential conflict of interest shall disclose such potential conflict to his or her supervisor.

7.11 POLYGRAPH TESTS

A. While investigating alleged employee wrongdoing in the course of official business of the District, the District may require that an employee or employees take polygraph examinations. Polygraph examinations shall be given only under the following conditions:

- 1) There shall be a reasonable basis to believe that any employee to be tested may have knowledge material to the investigation;
- 2) Each employee to be tested shall be advised in advance that his or her answers cannot be used in any criminal proceeding;
- 3) Each employee to be tested shall be advised that questions asked will relate specifically and narrowly to District business; and

Or, As An Alternative

B. While investigating alleged wrongdoing in the course of official business, the District may request that an employee take a polygraph examination or may offer an employee the opportunity to take such an examination. No employee, however, may be disciplined or discharged for refusing such a request or declining such an offer. If an employee agrees to take a polygraph examination, he or she may terminate the examination at any time without penalty.

SECTION 8 DISCIPLINE

The District, through its Board of Directors, management, and supervisors, retains the right to take such disciplinary action as it deems appropriate in any given circumstances. The District's disciplinary policies and rules are intended to place employees on notice that specified conduct is likely to have serious consequences in the workplace, not to limit the District's right to take such action as it may deem appropriate in any given instance.

8.1 DISCIPLINARY RULES

The following conduct, on or off duty, may result in disciplinary action, to and including immediate discharge.

This list is not exhaustive; the District reserves the right to discipline, suspend, or discharge employees for any reason, at any time:

- A. Inadequate job performance.
- B. Insubordination.
- C. Fighting or threats of physical violence.
- D. Conviction of, a plea of guilty to, or failure to contest a charged felony where the offense is directly or indirectly related to employment with the district, involves dishonesty or moral turpitude, or otherwise renders the employee unsuitable for continued employment.
- E. Falsification of or material omission from an employment application, payroll records, time reports, or other District documents.
- F. Violation of the District's drug and alcohol policy.
- G. Carelessness, negligence, or misuse of District property.
- H. Theft, vandalism, or destruction of District property.
- I. Improper use of District vehicles or equipment, including communications equipment.
- J. Violation of safety rules or practices.
- K. Unauthorized absence.
- L. Frequent or habitual tardiness.
- M. Leaving the assigned work area without prior authorization.
- N. Violation of the District's conflict of interest policy.
- O. Violation of the District's nepotism policy.
- P. Possession of firearms or dangerous weapons on/in District property.
- Q. Misuse of sick leave.
- R. Misuse of break periods.
- S. Release of confidential information of the District.
- T. Violation of the District's sexual harassment policy.
- U. Failure to report for work without proper notification.
- V. Inducing or encouraging any employee of the District to violate any District rule, policy, or directive.
- W. Engaging in any unauthorized interruption of work.
- X. Loss of any license, certificate, or other credential required for the performance of a job responsibility.

8.2 DISCIPLINARY ACTION

The District favors progressive disciplinary action; however, the level of discipline to be imposed for an infraction shall be that which the District, through its Board of Directors, managers, or supervisors, deems appropriate under the circumstances. District management retains the right to determine in its discretion, that any of the following disciplinary actions is appropriate without using lower levels of discipline first.

Disciplinary action may include:

- A. A verbal warning or reprimand, which may be accompanied by a written notation in the supervisory record or in the employee's personnel file.
- B. A written reprimand signed by the employee's supervisor and acknowledged by the employee. Written reprimands are intended to be placed in the reprimanded employee's personnel file. Employees may provide written explanations or responses to reprimands for placement in their personnel file.
- C. Suspension without pay. A suspension without pay shall be accompanied by a written statement, signed by the employee and by his or her supervisor, setting forth the fact of the suspension, the reason for the suspension, and the duration of the suspension.
- D. Demotion. All disciplinary demotions must be reflected by a written statement placed in the demoted employee's personnel file stating that the demotion was for disciplinary purposes and setting forth the reason for the discipline.
- E. Termination.

SECTION 9 GRIEVANCES

The District has established a grievance procedure which is available to any non-supervisory employee for the resolution of complaints, disputes, or concerns regarding the interpretation or application of District policies. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure.

9.1 PURPOSE OF GRIEVANCE PROCEDURE

The grievance procedure is intended to provide a formal process for the resolution of grievances. It is not, however, intended to be a substitute for healthy and appropriate communication between employees and supervisors, nor is it intended that the grievance procedure be used to harass supervisors or interfere with the operations of the District. Before the grievance procedure is started, employees should attempt to resolve disputes, complaints, and concerns with their immediate supervisors by discussing such matters informally.

9.2 GRIEVANCE PROCEDURE

The grievance procedure shall consist of the following steps:

- Step 1** An employee may present a written complaint to his or her immediate supervisor setting forth the subject of the grievance, identifying the policy or policies at issue, and requesting consideration pursuant to this procedure. The employee and the supervisor shall confer on the matter and the supervisor shall respond to the complaint, orally or in writing, within seven (7) working days. A supervisor shall advise the Personnel Director (or other appropriate person) of the grievance.
- Step 2** If the grievance is not resolved at Step 1, the employee may, within five (5) working days of the supervisor's response, request in writing that a meeting be held between the employee and (the Personnel Director, department head, or next level supervisor, whichever is appropriate). Such request shall also specify the nature of the grievance and the policy or policies at issue. The employee and (appropriate person) shall meet as soon as is practicable thereafter and (the

appropriate person) shall respond to the grievance in writing within ten (10) working days of that meeting, circumstances permitting.

Step 3 If the grievance is not resolved at Step 2, the employee may, within ten (10) working days after receiving the Step 2 response, request in writing that a meeting be held between the employee and the District's Chief Officer (or Board President, whichever is appropriate). The employee and the Chief Executive/Board President shall meet as soon as is practicable and (the Chief Officer/Board President) shall respond to the grievance within five (5) working days, circumstances permitting. The decision of the Chief Officer/Board President shall be final.

Any grievance not pursued to the next step within the time specified will be considered resolved. The time limits for taking any action under this policy may be extended by agreement. The failure of any District supervisor to respond to a grievance within the time limits specified in this policy or agreed upon should be reported to the (Personnel Director or other appropriate person). An employee filing a grievance shall have the sole right to determine whether to pursue a grievance from one step to the next.

SECTION 10 EMPLOYEE RECORDS

10.1 PERSONNEL RECORDS

Personnel records are retained by the District concerning all employees. Such records ordinarily include applications, 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 an employee's job. Other information concerning employees may be kept as personnel records, in the discretion of the District.

In order to keep personnel records current, the Personnel Department (or appropriate person) must be notified of any change in any employee's address, phone number, marital status, or military status; any birth or death in any employee'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 employee 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 has been completed.

10.2 RELEASE OF INFORMATION

Personnel records are considered confidential subjects to statutory requirements. Employees may examine their own personnel records, except for letters of reference, by contacting the Personnel Department (or appropriate person). Employees 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 employees 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 employee.

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

SECTION 11 SEPARATION FROM EMPLOYMENT

11.1 SEPARATION FROM EMPLOYMENT

An employee may separate from employment by disciplinary termination, layoff, resignation, or retirement.

11.2 DISCIPLINARY TERMINATION

Employees who are terminated for disciplinary reasons are not eligible for rehire. Such employees shall be paid for accrued but unused compensatory time and vacation, but shall not be paid for accrued but unused sick leave. Employees who are dismissed for disciplinary reasons may be entitled to continue coverage under the District's group health and vision/dental insurance programs at their own expense as provided by state and federal law.

11.3 LAYOFF

Employees who are laid off are eligible for rehire. At the time of layoff, employees shall be paid for accrued but unused compensatory time and vacation, but not for accrued but unused sick leave. Laid off employees are eligible to continue coverage under the District's group health and dental insurance programs at their own expense as provided by state and federal law.

11.4 RESIGNATIONS

An employee who resigns in good standing is eligible for re-employment with the district. An employee resigns in good standing if he does not resign under threat of discharge, gives the district at least two (2) weeks notice, and completes necessary exit forms. A resignation may be withdrawn prior to its effective date if approved by the District.

Employees who resign shall be paid for all accrued but unused compensatory time, vacation time, but not for accrued but unused sick leave.

11.5 RETIREMENT

Employees who retire are not eligible for rehire. Upon retirement employees shall be paid their accrued but unused compensatory time and vacation time, but not for accrued but unused sick leave. Employees will receive their last regular paycheck on the following pay period. Vacation and compensatory time will be paid in the second pay period after their last day.

11.6 EXIT PROCEDURE

Employees who are laid off, resign, or retire shall contact the Human Resource representative to provide all information required for separation and to make arrangements concerning final pay, payment for accrued leave, continuation of benefits and returning District property, including computer passwords used.

In case of an exiting Fire Chief, the Fire Chief will notify the Board of Directors and the Board of Directors will enact these policies.

SECTION 12 MISCELLANEOUS POLICIES

12.1 POLITICAL ACTIVITY

Any District employee has the right as a citizen to participate fully in the political process. No District employee, however, shall campaign for any candidate or cause on district time or using district resources. No district employee shall publicly campaign for any candidate or cause while wearing a District uniform or District insignia.

12.2 BOARD MEMBERSHIP OF EMPLOYEES

A board member may not be employed (as a paid position) by the district.

Where a board member applies for employment with the district, he or she must resign from the Board if employment is offered and accepted. No board member may begin employment with the district until after the effective date of his or her resignation.

Where an employee of the district is elected to the district board, he or she must resign from employment with the district. Failure to do so shall result in termination of employment.

12.3 TOBACCO USE

The District has designated all District vehicles and building areas as “tobacco free” this is inclusive of all tobacco including smokeless tobacco.

12.4 EXPENSES

The district reimburses employees for expenses reasonably incurred in the course of district business, provided such expenses have been authorized in advance or are determined by the district, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will ordinarily be required to document those expenses.

It is understood that if there is any stipend, per diem, or refund issued for participation in any activity by the host agency or affiliate, that it is the responsibility of the employee to forfeit said amount to the Pagosa Fire Protection District within 4 days upon return from the event. Failure to follow this procedure will be considered misuse of District funds.

Per Diem rates for in State and out of State travel shall be based on the prevailing rate posted by the state the member is traveling to. Prior to travel the Fire District Administrative Assistant shall determine the prevailing rates for the State which is typically available online at each States website.

Employees attending meetings, classes during the normal work day not requiring an overnight stay are not eligible for per diem.

The District shall reimburse employees for use of their personal vehicles, when no department vehicle is available, on District business at the current government standard mileage rate.

All requests for reimbursement for expenses shall be submitted on the District’s expense form.

12.5 OUTSIDE EMPLOYMENT

Any employee of the District who wishes to engage in outside employment shall notify his or her immediate supervisor in writing prior to accepting such employment. The employee’s supervisor shall contact the Deputy Chief of Operations (or other appropriate person) for approval of such outside employment.

No District employee shall engage in outside employment which interferes with the proper and effective performance of his or her duties or which results in a conflict of interest. Requirements of employment with the District shall have priority over any requirements of outside employment.

12.6 HEALTH EXAMINATIONS

The District reserves the right to require physical or psychological examinations of any district employee, at District expense, as follows:

- A. To determine the ability of an applicant who has been offered employment to perform job-related functions required by business necessity. (In the alternative: All applicants who are offered employment shall be examined).
- B. When there is a need to determine whether an employee is able to perform the essential functions of his or her job.
- C. As may be required to determine the necessity or feasibility of reasonable accommodations of a disability.
- D. 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 of the District and shall be maintained separately from District personnel records.

12.7 DESKS/LOCKERS/STORAGE/INSPECTIONS

The District reserves the right to open and enter any office, desk, locker, file cabinet, or other storage location within District premises and to inspect District vehicles and any containers brought into the workplace. Although an employee may be assigned an 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.

12.8 STAFF USE OF THE INTERNET

All computers having Internet access must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this policy may result in revocation of access privileges and may result in disciplinary action, including termination.

Employee use of the Internet must be consistent with the objectives 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. Access to sexually-oriented material is specifically prohibited. The District reserves the right to determine what use of the Internet in the workplace is appropriate.

Internet transactions and email 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 of the District's computer system 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, the Internet, 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.

All employees shall be required to agree, in writing, to the conditions of this policy, and to such other terms and conditions as the District may require, as a condition of use of the Internet in the workplace.

12.9 STAFF USE OF ELECTRONIC MAIL

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.

In order to keep District electronic mail systems secure, users shall not leave the terminal 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 employee.

Except as provided herein, District employees are prohibited from accessing another employee's electronic mail without the express consent of the employee. All District employees 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.

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

District employees shall be subject to disciplinary action, including termination, for violation of this policy and regulation.

All District employees shall sign an acknowledgment form stating they have received and read the policy and regulation. The form will be maintained in the employee's personnel file.

12.10 SOCIAL MEDIA POLICY

DEFINITIONS

Social media: forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content. The term social media includes, but is not limited to, social networking sites such as Facebook, Myspace, LindedIn, Twitter , and YouTube.

PFPD social media site: a social media site created, maintained and controlled PFPD.

Personal, social media: social media content maintained and controlled by an individual employee or volunteer member of PFPD.

SCOPE

This policy applies to the use of personal social media relating to an employee's or volunteer's duties, and to social media on PFPD social media sites.

PFPD SOCIAL MEDIA SITES:

PFPD social media sites shall not be created without the approval of the PFPD Fire Chief or the PFPD Fire Chief's designee.

All content posted on PFPD social media sites shall be approved by the fire Chief or the Fire chief's designee.

Social media content on PFPD social media sites shall adhere to all applicable laws, regulations and policies, including the records management and retention requirements set by law and regulation.

PERSONAL SOCIAL MEDIA:

No information, videos or pictures gathered while on PFPD business (including emergency calls, meetings, drills, details, trainings or anything obtained on organization property or at organization functions) may be shared or posted in any format without the approval and written consent of the Fire chief or the Fire Chief's designee.

Speech that impairs the performance of PFPD, undermines discipline and harmony among co-workers, or negatively affects the public perception of PFPD is prohibited and may be the basis for disciplinary action.

Social media content shall adhere to all applicable laws, regulations and PFPD policies.

GUIDELINES FOR USE OF PERSONAL SOCIAL MEDIA:

- A. Do not share confidential or proprietary information of PFPD.
- B. Do not violate PFPD policies and procedures.
- C. Do not display PFPD logos, uniforms or similar identifying items without prior written permission.
- D. Do not publish any materials that could reasonably be considered to represent the views or positions of PFPD without authorization.

OWNERSHIP OF DATA AND MONITORING:

PFPD owns the right to all data files in any PFPD owned computer, network, cell phone or other information system.

PFPD also reserves the right to monitor electronic mail messages (including text and instant messaging systems) and their content created, viewed or accessed on PFPD computers, networks and cell phones.

NONCOMPLIANCE:

Inappropriate use of social media may result in disciplinary actions, up to and including termination as an employee or volunteer member of PFPD.

12.11 DRESS CODE POLICY

Chief, Deputy Chief and Command Staff Personnel's preferred dress apparel will be District issue.

Office staff will wear appropriate clothing in the office.

For formal functions, personnel are to wear the dress shirts with tie, badges, etc.

For social functions, clothing will be casual.

For the fire season, wildland pants with department shirt will be acceptable.

