



**ELK CREEK FIRE
PROTECTION DISTRICT**



MEMBER HANDBOOK





Notice:

Each employee and volunteer have an “at will” employment or service relationship with the District unless an employee is subject to an express written agreement that states otherwise. This Handbook does not constitute an express or implied contract of employment.



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Welcome Message to New Employees and Volunteers

Welcome to Elk Creek Fire Protection District! ECFPD has a rich past and a bright future and we are excited you have decided to join us. Now is a great time to be a part of Elk Creek. Whether your role is within the Wildland Division, as a firefighter/EMS professional, or another role; we hope you enjoy your work, find it fulfilling, and are excited about your future with us.

Due to the location of the Fire District, the community we serve, and the way our community is growing and changing; we have unique challenges and opportunities. Elk Creek firefighters have to be adept and ready to respond to a variety of calls. This variety makes our work unique compared to most fire departments and requires a well-rounded firefighter. Although our wildland employees and fire/EMS employees most often work separately from each other, we frequently collaborate to meet the challenges our District faces. This requires crossover in training and skill sets. We encourage all employees and volunteers to seek learning opportunities to help us meet the demands of the District. Training and development of our paid staff and volunteers is critical to our success.

The demands of our District require each of our firefighter/EMS providers to hold and maintain certifications in structural firefighting, hazardous materials, and EMS as well as a minimum of a Wildland Firefighter Type II qualification. There are numerous training requirements that the Wildland Division adheres to in order to keep the crew eligible for fire assignments nationwide. If you are a member of the Wildland Division, more specific information about expectations will be provided to you by your leadership and a separate employee handbook.



ECFPD Mission Statement

To encourage and promote fire safety and fire prevention; to provide fire suppression and emergency medical services; and to make our mountain community a safe place to live, work, and play.



ECFPD Core Values

Safety

Above all else we will maintain the highest possible standards in all aspects of Elk Creek Operations. Members are the most valuable resource Elk Creek Fire has.

Integrity

Do what is needed and right when it is required or expected. Do your best and expect no less from those around you. Support your team and do more than your share.

Professionalism

Perform each task completely, accurately, and safely. Hold yourself and those around you accountable.

Honesty

Be truthful, trustworthy, and forthright. Honesty strengthens relationships with one another.

Excellence

Elk Creek will strive to deliver more than is expected. Strive for the highest quality and continuous improvement. Be thoughtful and decisive in leadership, accountable for all actions, willing to admit mistakes, and rigorous in correcting them.





Chief Ware's Vision For Our Future

"We are excited about the future! Our mountain community is growing and changing and now is the best time to join ECFPD. In order for us to be successful in our mission we must grow and change as well. To meet the challenge, we anticipate that ECFPD will grow significantly in the coming years to include likely mergers with other departments, additional stations, and the acquisition of more staff and volunteers.



Chief Ware walks along a back burn used to slow down the Black Forest Fire

Critical to our success will be a focus on developing relationships and working with partners in our community to encourage and promote fire safety and prevention.

We keep abreast of advances in firefighting and EMS methods and technology to provide the best fire suppression and emergency medical services to our community and keep our responders safe. Thanks for choosing ECFPD and I look forward to working with you!"

Purpose of the Member Handbook

The purpose of this Member Handbook is to help establish and create a productive and harmonious work environment by clearly defining what is expected of each employee and volunteer of the ECFPD team. This Handbook is to be used in conjunction with the SOP manual which provides more specific guidance on how work is done in the District. Please note that a separate handbook is provided to employees in the Wildland Division. Much of the information in this handbook also applies to wildland employees. When in doubt, please contact your supervisor or the Human Resources Manager for clarification.

This Handbook has been prepared as a guide and reference tool for all employees and volunteers of the Fire District. Although it will have different applications to employees, volunteers, and other members depending upon their employment or service relationship with the District, the Handbook both provides a "snapshot" of how things are done in the Fire District and incorporates State and Federal mandates. Because we recognize that change is the norm, we review this Handbook regularly to amend policies to reflect ongoing changes in the Fire District workplace.



Purpose of the Member Handbook, continued

It is recognized that no personnel policy can answer all questions that might arise in the normal course of municipal government. Employees and volunteers of the Fire District are expected to exercise the utmost judgment and discretion in the performance of their duties.

The provisions of this Handbook do not override the provisions of any collective bargaining agreement or individual employment contract, and when in conflict, the specific terms and conditions of the collective bargaining agreement or individual employment contract will prevail.

The Handbook is not all inclusive; rather, it is intended to provide employees with a summary of some of the District's guidelines and policies. This edition replaces any previously issued edition and any inconsistent verbal or written policy statements issued prior to this Handbook. You are encouraged to ask questions and seek clarification from the Chain of Command where you have questions or notice any inconsistencies between this Handbook and any other written document or verbal statement.

About Elk Creek Fire Protection District



ECFPD was formed in 1948 by residents who recognized the need to provide the community with fire protection. Completely volunteer and dependent on donations and using WW II surplus equipment, the Department provided a much-needed service to the community.

Since 1948, the call volume has increased to approximately 1,200 calls per year. The District now has both volunteers and full-time firefighters who work 48-hour shifts, state-of-the-art firefighting and EMS equipment, and a love to serve our mountain community.



About Elk Creek Fire Protection District, continued

Elk Creek maintains four stations. The only staffed station is Station 1 at Richmond Hill. Please become familiar with the locations of all stations and the apparatus that is located there. These are the locations of all stations:

Station 1:

at Richmond Hill
(11993 Blackfoot Road, Conifer, CO)



Station 2:

or the Wildland Work Center located in Pine
(650 Mount Evans Boulevard, Pine, CO)

Station 3:

on Conifer Mountain
(10956 Timothy's Drive, Conifer, CO)

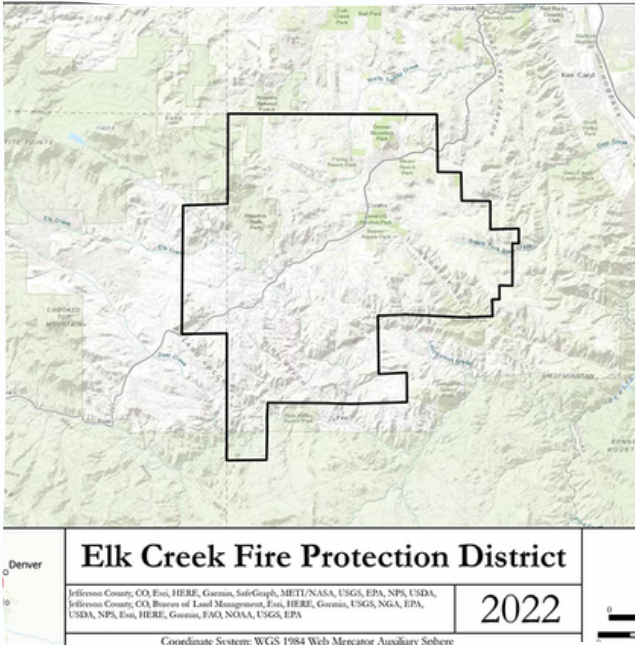


Station 4:

Station 4 in Aspen Park
(9737 Rhodus Street, Conifer, CO)



About Elk Creek Fire Protection District, continued



We serve around 15,000 citizens in the communities of Aspen Park, Conifer, Pine Junction, and parts of Pine, Evergreen, and Bailey. The District spans approximately 98 square miles. We work closely with our partners at Inter-Canyon Fire Department, North Fork Fire Department, Platte Canyon Fire Protection District, and Evergreen Fire Protection District to provide mutual aid when needed.

ECFPD is a combination fire department staffed with career chief officers, career line firefighters on three shifts, approximately 30 volunteer firefighters, a wildland division including a captain, a wildfire mitigation specialist, a wildland fire module unit, a fuels crew, a fleet mechanic department, a district administrator, an administrative assistant, an HR manager, and a public information officer.

Fallen But Not Forgotten: Ralph Vance Scholarship

Ralph Vance served Elk Creek Fire for 32 years as a volunteer and was a retired airline pilot. Firefighter Vance passed away in 2001 at the age of 68 while responding to a reported chimney fire in a tender that was involved in a rollover accident. This accident is an important reminder of the dangers of responding in fire apparatus in our mountain community. Firefighter Vance died as he lived—providing help to others. You can learn more about Firefighter Ralph Vance online on the National Fallen Firefighters Foundation website.

Today we honor Firefighter Vance with the Ralph Vance Scholarship. This scholarship is awarded to volunteer firefighters that have pursued continuing education such as EMT-Basic with the intention of continuing service with the District. To apply you have to provide a letter to the scholarship committee explaining why you are applying for the scholarship, the certification you have received (typically NREMT certification), and a receipt from the program you paid for that helped you attain certification. For information regarding how to provide this information to the scholarship committee please ask Human Resources or the Fire Chief.





Ralph Vance Scholarship, continued

There is no guarantee you will be awarded the scholarship as the scholarship fund may not be able to cover the cost of multiple candidates who apply in the same year. It is requested that anyone who is awarded the scholarship and then ends their service relationship with the District within three years of receiving it, return the money awarded. The purpose of the scholarship is to support those who intend to provide longtime service to the District just like Firefighter Vance.

Orientation and Onboarding

The onboarding and orientation process will vary depending on your role. Volunteers receive a more formal onboarding process as they start the academy and begin to become acquainted with the District and the fire service generally. New hire lateral firefighter/EMS personnel and new hires within the Wildland Division will receive more focused and informal on-the-job training to help them become acquainted with their new roles and assimilate into their new teams. Your supervisor will provide you with more guidance as to the training you will receive and how to become successful in your new role.



Probationary Firefighters

New hire firefighters and volunteers who have graduated from the academy are considered probationary for one calendar year from their date of hire or the completion of academy. A probationary firefighter is also known as a rookie firefighter or "probie." The term probation may sound like you have the threat of expulsion hanging over your head for doing something wrong. Instead, this is just a training phase with a long history in the fire service where the District gets to see what you can learn and how you handle yourself. As a rookie you are on the very bottom rung of the ladder and you may end up handling a lot of responsibilities. However, this probationary period will prove to be worthwhile once you qualify and become a skilled firefighter with more experience. After your probationary period is complete you will be sworn in and badged. If you are a volunteer, the end of your probationary period is when you will receive your blue duty clothing and new bunker gear.





Chain of Command

The Chain of Command may be changed from time to time by the Fire Chief. Members of the District will be advised of any changes in the Chain of Command. No Chain of Command from any volunteer, fraternal or trade organization shall be recognized or followed by the District or any of its employees for the purpose of performing their duties and responsibilities on behalf of the District. Nothing in this Handbook is intended to prevent District members from belonging to, or holding rank in, any lawful volunteer, trade or fraternal organization. Employees and volunteers shall not go outside the Chain of Command when seeking direction, clarification or with respect to any task, duty, or order.

Orders and Direction by Supervisors or Officers

Employees and volunteers shall perform all lawful duties ordered or directed by a supervising officer or supervisor in the member's Chain of Command. In the event that an employee or volunteer is directed or ordered to perform an act which they reasonably believe is illegal or unsafe, the member shall immediately report his/her belief to the supervising officer or supervisor issuing the direction or order before acting.

If an order or direction given to a member by a supervisor or officer is contrary to any order or direction previously given, the member receiving such order shall notify the supervisor or officer who issued the conflicting order and abide by the decision of that supervisor or officer. If it is impracticable to obtain further direction when multiple orders or directions have been given, the employee or volunteer shall follow the last (i.e., most recent) order or direction given.



Behavior Toward Officers

Officers, including those in an acting officer capacity, are to be accorded the respect and privilege due their position. In general, it is expected that while in public or official settings, members shall address officers by their rank or position designation (for example, Chief, Captain, Lieutenant, etc.). It is encouraged that members do the same in professional settings unless otherwise advised by the ranking officer.



POLICIES AND PROCEDURES



Equal Opportunity and Commitment to Diversity and Inclusion

Elk Creek Fire Protection District (ECFPD) is dedicated to the principles of equal employment opportunity, diversity, and inclusion both in terms of the ECFPD work environment and in the way we serve our citizens. ECFPD is committed to creating and maintaining a workplace in which all members have an opportunity to participate and contribute to the success of the organization and are valued for their skills, experience, and unique perspectives. We are always trying to improve the work environment to be more inclusive and equal. The way in which we serve citizens should similarly be impartial, neutral, and universal.

We do not discriminate in employment or how we serve citizens based on creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, ancestry, political affiliation, organizational membership, veteran's status, disability, marital status, or any other status protected by applicable local, state, or federal law. Our recruiting efforts are designed to ensure that applicant pools are both capable and diverse. We strive to make employment decisions based on job-related criteria and provide opportunities for entry and promotion to all applicants.



Anti-Harassment Statement

As an employer, the Elk Creek Fire Protection District values the dignity of all employees and volunteers and is committed to providing a respectful workplace, one that is harassment free and in which all individuals are treated with respect. The expectation is that managers, supervisors, employees and volunteers will create and maintain a work environment that is respectful of all persons in it.

This policy does not limit or constrain the Fire District's right, as the employer, to manage the workplace. For example, work assignments, operational reviews, performance reviews, coaching, work evaluation, and disciplinary measures taken by a manager or supervisor, in good faith for valid reasons, do not constitute harassment in the workplace. These supervisory and management actions must remain respectful of the individual. This policy will not, under any circumstances, be used to impede the supervisory relationship, nor is it intended to inhibit normal and acceptable day-to-day social interaction in the workplace.

Harassment

Harassment in the workplace will not be tolerated. The abuse of one's authority or position to intimidate, coerce or harass is forbidden and is considered intolerable in the Fire District workplace. Harassment constitutes a disciplinary infraction that shall be dealt with through the appropriate measures up to and including termination.

Harassment can include, but is not limited to, the following examples:

- unwelcome remarks, jokes, innuendoes or taunts causing embarrassment or offense;
- displaying objectionable materials, graffiti or pictures;
- insulting gestures, jokes, disparaging written materials;
- unwanted contact or attention (may be one time only or persistent);
- inappropriate touching;
- shunning, ostracizing, isolation;
- threats, bullying, coercion;
- actual or threatened physical assault;
- verbal assault;
- malicious gestures or actions; and
- stalking.



Harassment, continued

Harassment may or may not be intentional. The impact on the recipient and the workplace is a measure of whether or not harassment has occurred.

For the purposes of this policy, the workplace includes, but is not limited to, the physical fire stations, emergency scenes, break rooms, training sessions, business travel, field locations, emergency call locations, conferences, work related social gatherings, or any other place where the member is required to be in service to the Fire District.

Definition of "sexual harassment": While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

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

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to members may also constitute sexual harassment.

While it is not possible to list all the additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment:

- Unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's membership in a protected class;
- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

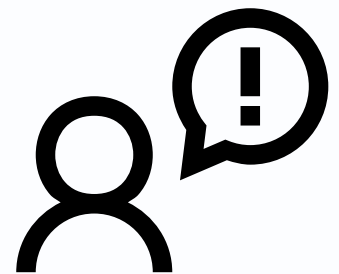


Harassment, continued

All employees and volunteers should take special note that retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate this policy.

Grievances and Complaints

Complaint procedure: If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, you are requested and encouraged to make a complaint. You are encouraged to immediately identify the offensive behavior to the harasser and request that it stop. If you are uncomfortable in addressing the matter directly with the harasser, or if you do so and the behavior does not stop, then discuss the matter immediately with Human Resources, the Fire Chief, your supervisor, or any officer with whom you feel comfortable. You should report the matter regardless of whether you have confronted the harasser.



All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy has occurred, Elk Creek Fire will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee or volunteer for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

You should also report any harassment by employees and volunteers of the public, customers, suppliers, patients, or other persons whom you encounter at work. Your concerns will be promptly investigated by the Fire District, and you will not suffer retaliation for reporting your concerns.

Any supervisor or manager who becomes aware of any alleged incident of harassment should immediately refer the matter to Human Resources or the Fire Chief for investigation. If the Fire Chief is the subject of the complaint, the matter should be referred to the Board President for investigation.



Grievances and Complaints, continued

The complaint will be promptly investigated and may be assigned to an independent third party/contractor. The investigation includes interviews with the individuals involved and any witnesses who are available. Confidentiality during the investigation process is maintained to the degree possible.

Any action or conduct found to violate this policy may result in disciplinary action, up to and including termination. Failure to maintain confidentiality may also result in disciplinary action.

Sexual Activity

District employees shall not engage in sexual activity while on duty or engaged in any District - sponsored activity. Sexual activity on District premises, District Property, or in District vehicles is prohibited.

Drugs, Alcohol, Cannabis, Prescription/Over-the-Counter-Drugs and Tobacco

Drugs, Alcohol, and Cannabis



Illegal drug, alcohol, and marijuana related conduct is prohibited during non-working hours as follows: Members must stop drinking alcohol and/or using marijuana (which is an illegal drug under federal law and therefore any such use is done at the member's own choice and risk of federal prosecution) at least 12 hours prior to the start of the member reporting for duty and under any circumstance may be subject to disciplinary action for violation of policy if the off-duty use of alcohol or marijuana results in the member being impaired in their ability to perform the essential functions of his/her job. The District cannot and does not condone the use of illegal drugs whether on or off duty and reserves the right to take disciplinary action, up to and including termination should a member's use of illegal drugs during non-working hours impair the member's ability to perform the essential functions of his/her job or otherwise results in a violation of the District's policies.



Drugs, Alcohol, and Cannabis, continued

Employees and volunteers are strongly encouraged to avoid the use of cannabis in order to be in good standing with the District and appropriately execute their duties. In addition, it is your responsibility to understand the following:

- Elk Creek Fire Protection District is not required legally to accommodate the medical or recreational use of cannabis by its members. Similar to alcohol use, it is your responsibility to understand the effect of anything you consume, its legal implications, and ensure that you are not impaired in any way and able to safely and adequately perform your job duties.
- The established impairment level for marijuana in Colorado by law is 5 nanograms of delta-9 tetrahydrocannabinol (THC) per milliliter of whole blood. You can be prosecuted for DUI at this threshold and be subject to disciplinary action by ECFPD.
- **Worker's Compensation Implications:** If you are injured while on duty and you have a positive drug urinalysis or a positive alcohol test, you automatically forfeit 50% of your worker's compensation benefits. Since cannabis use can result in a positive urinalysis several days or possibly weeks after use, it is important that all members realize there is a potential to lose 50% of your worker's compensation benefits. See Colorado Worker's Compensation Statute: 8-42-112.5. Limitation on payments - use of controlled substances. (1) Nonmedical benefits otherwise payable to an injured worker are reduced fifty percent where the injury results from the presence in the worker's system, during working hours, of controlled substances, as defined in section 18-18-102 (5), C.R.S., that are not medically prescribed or of a blood alcohol level at or above 0.10 percent, or at or above an applicable lower level as set forth by federal statute or regulation, as evidenced by a forensic drug or alcohol test conducted by a medical facility or laboratory licensed or certified to conduct such tests. A duplicate sample from any test conducted must be preserved and made available to the worker for purposes of a second test to be conducted at the worker's expense. If the test indicates the presence of such substances or of alcohol at such level, it is presumed that the employee was intoxicated and that the injury was due to the intoxication. This presumption may be overcome by clear and convincing evidence.
- If you wish to maintain a CDL license use of cannabis is likely prohibited to maintain that certification.



Prescription and Over-The-Counter Drugs



If you are using any substance that states on the label not to drive or operate heavy machinery while using, you cannot return to duty until you are no longer taking it even if it has been prescribed to you by a physician.

Tobacco

Medical and scientific evidence shows the detrimental effects of tobacco use on personal health and work performance. Employees and volunteers are strongly encouraged to avoid the use of tobacco products. Please note that some smokeless tobacco products contain alcohol which may result in a positive alcohol test if consumed in high enough quantities.

Employees and volunteers are prohibited from use of tobacco products including chewing tobacco while on incidents, in District vehicles, on District property, and in view of the public while in uniform.

Smoking is strictly prohibited at all times on District property, District vehicles, incidents, in uniform, or otherwise while on duty. "Smoking" includes the use of cigarettes, cigars, electronic smoking devices, vaping, and e-cigarettes. This restriction applies to all employees, volunteers, and visitors, always, including during non-business hours.



Drug and Alcohol Testing

All drug and alcohol testing (pre-employment, random, and reasonable suspicion) shall be conducted following the current testing standards and thresholds established by the U.S. Federal Division of Transportation.

There are three types of drug and alcohol testing:

- 1. Pre-Employment Drug Testing:** For some roles candidates must pass a drug test as a post-offer condition of employment.



Drug and Alcohol Testing, continued

2. **Reasonable Suspicion Testing:** Employees and volunteers shall submit to a drug and/or alcohol test when the Fire District reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on current, clearly described observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use, confirmed by a second trained supervisor. Prior to beginning a discussion with the employee about the observed behavior, the supervisor will inform the member of their right to have applicable representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request does not unreasonably delay testing. When reasonable suspicion exists, the affected employee will be questioned and observed. A decision to request a specimen will be based upon eyewitness reports, facts of the event, and observed physical and behavioral characteristics of the affected member. The member will be interviewed in a private area.

a. **Verification:** A reasonable suspicion request will be documented in writing with a copy provided to the affected employee.

b. **Relief of Duty:** The member will be placed on leave until the results of the drug and/or alcohol test are complete and verified. If the test results are negative, the employee will be compensated during the waiting period for all work time lost. If the test results are positive, employees will be allowed to use vacation leave at their discretion during the period of absence to eliminate any loss of income. Sick leave is not authorized for this purpose. If an employee chooses to use paid leave during the period of absence, they must notify the Fire District which type of paid leave will be used during the period of absence. The Fire District shall have five (5) working days after positive test results, to notify the employee of disciplinary actions.

c. **Transportation Assistance:** The member will be accompanied to the collection site by a supervisor or chief. The member will be provided transportation home. If the employee refuses and demands to drive their vehicle, the Fire District shall notify law enforcement.

3. **Post-Accident Testing:** Following an accident causing a minimum of \$1,000 damage to a department vehicle, the involved member may be required to submit to alcohol and drug tests. Testing should occur as soon as possible but may not exceed eight (8) hours after the accident for alcohol testing and 32 hours after the accident for drug testing. If the accident takes place after hours or on the weekend it may be necessary to contact one of the local hospitals as they can provide this type of testing. The Fire Chief should be notified through the Chain of Command when an accident occurs.



Substance Abuse, Treatment, and District Support

The District takes the approach that drug and alcohol dependence is an illness and disability. Consistent with this approach, any firefighter may ask one time for time off for drug or alcohol treatment and will be given up to 90 days of unpaid leave to undergo such treatment.



In the event that an employee informs the District that they may test positive for drugs and/or alcohol based on off-duty use, the District shall hold any discipline or discharge in abeyance provided that the employee acknowledges that he or she has a substance abuse problem, the condition is confirmed in writing by a treatment provider, and the employee completes substance abuse treatment successfully.

Upon completion of such treatment, the employee shall have the right to petition the Board for leniency. In no event shall this policy excuse or permit employees who come to work under the influence of drugs or alcohol. Due to the safety-sensitive nature of these positions, the District maintains a zero tolerance policy regarding drugs and alcohol use, possession, and being under the influence at work. Any employee presenting to work under the influence of drugs or alcohol will be subject to discipline, up to and including termination.

Drug or Alcohol Related Convictions - Duty to Notify District

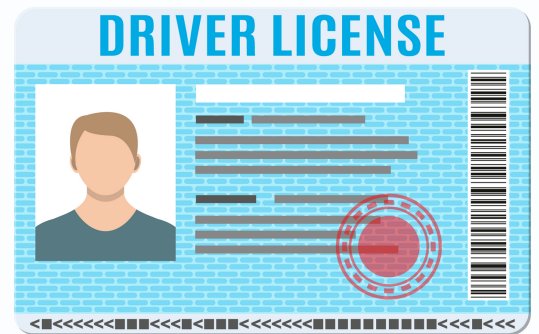
As a condition of continued employment by or service relationship to the District, employees and volunteers are required to notify the District if they are convicted or plead guilty or no-contest to any criminal drug charge for any unlawful manufacture, distribution, dispensation, possession or use of any controlled substance, or any alcohol-related misdemeanor, felony or other drug or alcohol related conviction, guilty plea or no-contest. Employees and volunteers must notify the District immediately but in no event more than five (5) calendar days after conviction or entry of a guilty or no-contest plea.



Duty to Report Driver’s License Revocation, Confiscation or Suspension

The District takes the approach that drug and alcohol dependence is an illness and disability. Consistent with this approach, any firefighter may ask one time for time off for drug or alcohol treatment and will be given up to 90 days of unpaid leave to undergo such treatment.

In the event that an employee informs the District that they may test positive for drugs and/or alcohol based on off-duty use, the District shall hold any discipline or discharge in abeyance provided that the employee acknowledges that he or she has a substance abuse problem, the condition is confirmed in writing by a treatment provider, and the employee completes substance abuse treatment successfully.



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Other Criminal Conduct – Duty to Notify District



In addition to the duty to notify the District of alcohol and drug-related convictions, guilty pleas, and pleas of no contest, employees and volunteers must notify the District of any other criminal conviction or plea of no contest. Employees and volunteers must notify the District immediately, but in no event more than five (5) calendar days after conviction or entry of the guilty or non-contest plea.



Violence and Weapons

The Fire District has a "zero tolerance" policy on workplace violence. Any form of workplace violence will not be tolerated and will be acted upon immediately. Any Fire District employee or volunteer who engages in workplace violence will be subject to discipline up to and including termination. Further, any person who visits a Fire District facility and engages in workplace violence and/or threatening behavior will be referred to local law enforcement and subject to applicable laws.

The Fire Chief and all supervisors are to ensure that any form of threat (direct, confrontational, or veiled) be immediately confronted/acted upon by management, then documented and assessed. The Fire Chief or Human Resources are to be informed immediately.

Any weapons belonging to an employee or volunteer should be out of sight while on District premises and properly secured. It is not the intent of this policy to infringe upon or negate any constitutional rights afforded any United States citizen or rights granted to citizens in the State of Colorado. Employees and volunteers are not to have any weapons on their person while on duty. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding duty/rescue knives, pocket knives, utility knives, multi-tools, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any member violating this policy is subject to discipline up to and including dismissal.



Email and Voicemail



Communications via email, phone, text, or radio are to be professional and exemplify the culture of the Fire District. The quality and tone of email communications should exemplify the standard of professionalism of the District especially when sent to all District members. At times email is the best means of communicating the correction or change to a procedure or process. Such an email is to remain professional and focused on the procedure or process and never identify an individual or group of individuals or otherwise meant to embarrass someone. Correction of an individual should ideally be done in private, in person, and in a professional manner.



Email and Voicemail, continued

Emails sent to all District members should be focused on the business of the District. Such communication should never be used to promote an individual's business or enterprise, friend's business or enterprise, encourage members to contribute money or time to any political party, candidate, club, union (other than I.A.F.F. Local 4710), association or otherwise detract time away from the business of the Fire District. No solicitation of any kind or distribution of literature on District property or through District email or other District communication equipment shall be done by, or permitted by, an employee or volunteer unless approved in advance by the Fire Chief.

Employees are responsible to make certain their Elk Creek email accounts and voicemail (if provided with a District phone) are reviewed in a timely fashion. If an employee knows he or she is going to be out of the office for an extended period of time, he/she should leave messages on his/her voice mail and an email automatic vacation responder/out of the office message stating when he/she will be able to return messages, and the name of an alternative contact.

Data and information, including electronic transmissions, created, stored, received or sent on the District's communication systems are District property and are not confidential to District employees or members. Employees and volunteers must not use the District's communications systems for any inappropriate or illegal activity, including, but not limited to, accessing the internet through the District's computer system for the purpose of accessing sexually-oriented, pornographic, racial, violent, threatening, or similarly inappropriate websites, or for sending, receiving, or otherwise disseminating sexually-oriented, pornographic, racial, violent, threatening or similarly inappropriate materials or information. Employees and members may not use District communications equipment for gambling or illegal activities. Conducting any outside business for profit using the District's technology resources is strictly prohibited. Personal ads and on-line dating service websites are prohibited. Employees must not use the District's technology resources to infringe upon copyrighted materials. If a member has a question about whether a particular use is permitted, the member should ask his/her supervising officer or supervisor if the use is allowed in advance.

No Expectation of Privacy

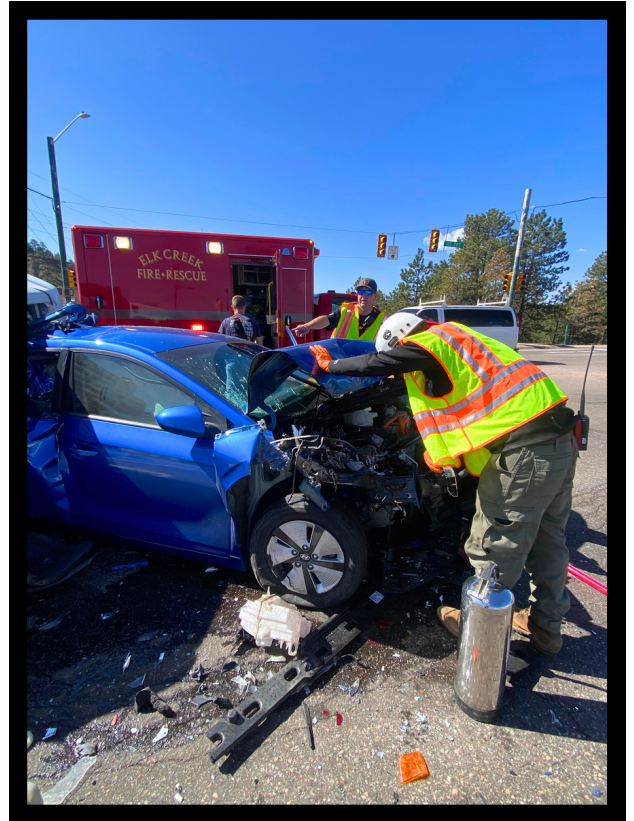
Employees and volunteers have no reasonable expectation of privacy in any District property, including the District's communications systems and all data and information, including electronic transmissions, created, stored, sent or received on the District's communications systems. All data and information including electronic transmissions, created, stored, sent or received on the District's communications systems (whether embedded in software or otherwise) are subject to review and inspection at any time. The District has the right to, and may, monitor at any time each member's use of the District's communications systems and electronic transmissions. Each member must understand that all transmissions may be deemed a "public record" and may be subject to disclosure under the Colorado Public (Open) Records Act.



Social Media, Photos, HIPAA, and Confidentiality

Employees and volunteers are never to upload photos or information to social media related to a call or interaction while on duty or otherwise share this information. ECFPD strictly complies with the Health Insurance Portability and Accountability Act (HIPAA) to protect and secure Protected Health Information (PHI).

Furthermore, it is the policy of ECFPD to maintain strict confidentiality of our patients' information. As a member of ECFPD, you are entrusted with patient information and assist citizens during difficult and sometimes embarrassing moments. Please note that the sharing of information or telling stories related to a call may unintentionally violate HIPAA and District policy regarding confidentiality even if you omit what you think is information that would identify a patient or citizen. As a matter of moral and professional conduct, we should not be casually talking about people's personal medical information under any circumstances. Especially given our small mountain community, people tend to know each other and can sometimes guess who you are talking about simply from the location of the call or a description of the event.



At times photos may be taken by officers at scenes to use for training. However, special care must be taken to ensure privacy of patients and citizens and shouldn't be shared by email, texting, or social media. The only member authorized to post pictures and information related to calls to social media is the Public Information Officer (PIO) of the District. If you have an idea for something to go out on the District's social media platforms that may help promote the District or otherwise be useful to the community, please contact the Public Information Officer (PIO) directly.

Volunteers should refrain from adding ECFPD as an employer on any social media sites such as Facebook and LinkedIn.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.



Honesty as to District Funds and Property

Employees and volunteers must be honest with District funds and property and must not wrongfully or illegally divert District funds or property to themselves or others. District members must report known or reasonably suspected illegality, fraud, or financial impropriety. The report shall be made to the employee's immediate supervising officer or supervisor unless that person is personally involved in the impropriety, in which case the report should be made to the next person in the Chain of Command and/or Human Resources.

Return of District Property

Employees and volunteers who separate from or cease providing services to the District must return all property of the District on or before their last day of work. In the event property of the District is not returned prior to the last day of work, the amount of the employee's last check may be reduced by the amount necessary to replace the property.

The District also may take action to recover its property, or the value of its property, and if the District does so the employee or volunteer will pay the District for the cost of doing so, including the District's reasonable attorney's fees. Acknowledgment of having read and understood this Handbook is intended to be a written agreement between the member and the District for the purpose of final check reductions and/or the District taking legal action to recover its property.



Use of District Facilities and Property for Personal Use

Employees and volunteers should not use District facilities or property for personal use such as vehicle maintenance equipment, tools, EMS equipment and supplies, meeting rooms, dumpsters, etc. unless the use of such is approved by the Fire Chief.



ECFD Auto Accident Process (disciplinary process)

See the Auto Accident Folder outside of the HR Office for the form to fill out and the process to follow during and after an accident in an ECFD vehicle. If the damage is in excess of \$1,000 a drug and alcohol test may be required (Compliance and Safety Management-303-426-3246). The disciplinary process will be determined by Management based on the extent of the damage to ECFD property, citizen property, injuries sustained, situation that led to the accident, whether or not emergency flashers and a backer were used when operating a District vehicle in reverse, overall severity, level of negligence, etc. The Fire Chief will decide:



- No further action required.
- Warning to be placed in the member's file.
- Additional training required.
- Member's privileges suspended for a period of time or other disciplinary action required.
- Member dismissed as a firefighter with Elk Creek Fire Protection District.

In most cases, one year from an accident that doesn't result in termination, any warning placed in the member's employee file will be removed (if no additional vehicle accidents have taken place during that year).

Disciplinary Procedure

Under normal circumstances, ECFPD endorses a policy of progressive discipline in which it attempts to provide employees and volunteers with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees "at will" or in any way restrict the District's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the member.



Disciplinary Procedure, continued

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present information regarding the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action that may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and a representative from Management should meet with the employee in private and proceed via (a) through (d) above and issue a reprimand notice to the employee.

Step 4: Suspension. Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the Fire Chief. An exempt employee generally may not be suspended without pay for less than a full day.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the Fire Chief determines it is necessary, the procedures contained above may be disregarded. Typically, the Fire District should suspend the employee immediately (with or without pay), and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Employment At Will

Employment in the State of Colorado is generally "at will," which means that it may be terminated by the employee or the Fire District at any time and for any reason. This Handbook does not create an employment contract or a guarantee of employment for any specific duration between ECFPD and its employees and volunteers. Although we hope that your relationship with us will be long-term, we recognize that at times things do not always work out, and that either of us may decide to terminate the relationship at any time. An employee or volunteer with questions about any policy or its interpretation may contact their immediate supervisor, Human Resources, or the Fire Chief for an explanation.



Employment At Will, continued

Although your employment status with ECFPD is “at will”, it is customary and professional to give as much notice as possible. This is always appreciated and allows ECFPD the opportunity to adjust schedules accordingly and back-fill your role. ECFPD will do its best to ensure that the end of your relationship with the District is pleasant and helps both parties move on amicably. ECFPD believes in the concept of continuous improvement and appreciates the opportunity to conduct exit interviews with employees that decide to leave the organization in an effort to improve the work atmosphere and total compensation package.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable



accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. It is the policy of ECFPD to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). As a public service agency, we reserve the right to make hiring, promotion, and retention decisions based on the bona fide occupational qualifications of some of our roles to maintain the highest standards of emergency response for the citizens we serve. These bona fide occupational qualifications are stated in our job postings and descriptions.

Disability, Pregnancy, and Religious Accommodations



Disability

It is the District’s policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

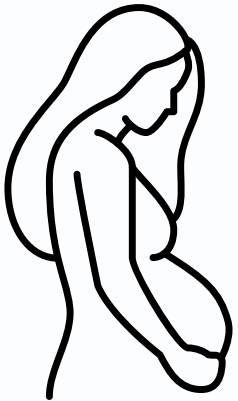


Disability, continued

ECCFPD will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to ECCFPD. As a public service agency, we reserve the right to make hiring, promotion, and retention decisions based on the bona fide occupational qualifications of some of our roles to maintain the highest standards of emergency response for the citizens we serve. These bona fide occupational qualifications are stated in our job postings and descriptions.

The District may require that an employee provide a note from their health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact Human Resources. Requests for reasonable accommodation should be made to Human Resources.

Pregnancy (see Paid Maternity Leave and Paid Bonding Leave section)



Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the District will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of their position. A reasonable accommodation will be provided unless it imposes an undue hardship on the District's business operations.

The District will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

The District will provide nursing mothers with time and place for nursing activities. Please contact Human Resources for additional information.



Religious Accommodations

The District will reasonably accommodate employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship. Employees requesting such accommodation are instructed to contact Human Resources



Employee Status

Full-time employee: An employee normally scheduled to work at least 40 hours per week. Full-time employees are currently eligible for ECFPD health benefits and participation in the 457 Defined Contribution Plan.

Part-time employee: An employee normally scheduled to work at least 4 hours per week and less than a 40-hour workweek. Part-time employees are currently ineligible for ECFPD health benefits but are eligible to participate in the 457 Defined Contribution Plan.

Temporary / seasonal employee: An employee who is hired into a job established for a temporary period or for a specific assignment. Temporary employees are currently ineligible for ECFPD benefits.

Exempt employee: An employee who is not eligible for overtime pay.

Nonexempt employee: Employees who are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.

Union members: All members of the IAFF Elk Creek Professional Firefighters Local 4710.

Attendance

Employees are to report for their work assignments at the times and places set by their supervisors. Timekeeping for employees is managed through Vector.

Hours of Work

The standard shift for employees may range between eight (8) hours and forty-eight (48) hours depending on the position.



Eight-Hour shifts

Generally, personnel assigned to eight-hour shifts will work 0800 to 1630 with a half hour lunch break. Other work hours may be allowed with written permission of the Fire Chief.

Compressed or Alternative Work Schedules

ECFD allows non 48/96 employees on a case by case basis to work compressed or alternative work schedules as approved by the Fire Chief. A compressed work schedule allows flexibility and improved work/life balance by working more than eight hours on some days in order to have one weekday off (four ten hour shifts per week being the most common).

Holiday pay for an employee working a compressed workweek is the same amount—not more, not less—of paid holiday time off as employees on regular schedules which is eight (8) hours per holiday. An employee who works four ten-hour shifts may do the following during weeks there is a holiday:

- Use PTO for the lost two hours on the holiday so they have a total of 40 hours for the week.
- Work an additional two hours that week to account for the lost two hours on the holiday to reach 40 hours for the week.
- Maintain the normal schedule and have a total less than 40 hours for the week.

Full-Time Shifts

Personnel assigned to shifts are assigned to one of three shifts; A-shift, B-shift and C-shift. Each platoon is assigned to work two days (48 hours) on, followed by four days off. Shifts begin at 0800 and end at 0800.

Exceptions to Established Work Hours

The Fire Chief may change an employee's work period to be consistent with the needs of the Fire District. Except in emergency situations, the employee will be provided with at least five (5) days of notice.





Lunch/Rest Periods

On a regular 8-to-12-hour assignment, a lunch period should not exceed one (1) hour and cannot be less than thirty (30) minutes. Non-uniformed administrative personnel are not paid for lunch breaks.

During a 24-hour or 48-hour assignment, personnel will be permitted three meal breaks each day, each lasting from 30 minutes to one hour. All uniformed personnel are expected to remain available for service during all lunch and rest breaks. All uniformed personnel shall be paid for meal breaks. At least two (2) rest periods not exceeding fifteen (15) minutes are afforded each employee during a standard workday and are to be taken at an approximate mid-point of the first half of the day and of the second half of the day. Such breaks, however, may be interrupted for emergency incidents. In such cases, the employee will be eligible for a break at the earliest time at which all emergency response has been completed and the shift is ready for any subsequent responses. Flexibility of rest periods is arranged between the employee and the immediate supervisor. If incident responses cause a significant workload on the employee, rest periods may be extended as appropriate by the supervisor.

Sleep Periods

On a regular 24-to-48-hour assignment, each employee will be permitted rest time from 2200 to 0600. Such rest time, however, may be interrupted for emergency incidents and cannot be guaranteed. In the event the employee is scheduled on the following day, the supervisor may allow additional rest periods after 0600 if emergency incidents caused employees to have less than 4 hours uninterrupted sleep or less than 6 hours total. This is at the discretion of the officer on duty and is not guaranteed.



Overtime

It is the policy of the Fire District to avoid the need for overtime work to minimize the financial liability caused by accumulated overtime. Overtime may be necessary for the protection of the lives or property of the residents of the Fire District or the efficient operation of the Fire District. Authorized overtime is to be kept to a minimum. Employees shall be paid time and one-half of the regular rate of pay. Hours worked in two or more workweeks shall not be averaged for computation of overtime per Colorado state law. For example, if a full-time administrative employee works 38 hours one week and then 42 hours the next week; they will receive 38 hours at regular time for week one, 40 hours of regular time for week two, and 2 hours of overtime for week 2.



Prior Approval

An employee needs their immediate supervisor's or Fire Chief's prior approval to work overtime. Prior approval may include established circumstances.

Reporting

The Fire Chief is responsible for authorizing and approving overtime hours on the employee's monthly timesheet for payment of overtime and compensatory time earned during any work week.

FLSA-Mandated Overtime

The Fire District, according to the Fair Labor Standards Act as amended, pays FLSA non-exempt employees for authorized overtime follows:

1. Overtime shall apply to all paid hours in excess of forty (40) hours per week for employees assigned to 8-hour or 10-hour workdays, or in excess of twelve (12) hours per workday.
2. Overtime shall apply to all paid hours in excess of two hundred and twelve (212) hours worked per pay period for all employees on 48-hour schedule.
3. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked.
4. When it is necessary to call back full-time non-exempt employees to report for emergency overtime work, the minimum payment for each call-out is two (2) hours pay.

Exempt Employees

FLSA Exempt employees are not eligible for overtime, except in circumstances when the Fire District will be reimbursed for the employee's time. In those cases, the employee will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for all hours worked.



Personnel Records

The objectives for maintaining adequate personnel records and reports are to:

- Demonstrate that legal, regulatory, and procedural requirements for all personnel actions have been satisfied;
- Provide a basis for making decisions involved in personnel actions;
- Provide a basis for reports on personnel activities;
- Document the attainment of employees' and volunteers educational, development and training goals; and
- Maintain the security of personnel records to the degree possible.



Change of Personal Information

Employees are responsible for keeping their personnel records up to date by either updating them through their BambooHR account or notifying Human Resources in writing of any personal information changes to the following information: name, address, telephone number, marital status (for benefits and tax withholding purposes only), addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only), beneficiary designations for any of the Fire District's insurance, disability, retirement, and deferred compensation plans, and persons to be notified in case of emergency. Failure to do so may delay or have an adverse effect on the timely receipt of correspondence being mailed, insurance coverage, and/or accurate assessment of premium rates for the Fire District. The Fire District will not be responsible for an employee's error or omission in this regard. All employees with a residency requirement must notify Human Resources of any changes to their primary physical address no later than thirty days after moving.

Personnel Files

Human Resources maintains complete personnel files for employees and volunteers showing each member's name, address, classification title, position, compensation, assigned company, shift or battalion, changes in pay rates, employment status, performance appraisals, commendations, official disciplinary actions and other pertinent information. The District Administrator maintains records for each employee's vacation leave, sick leave, and compensation schedules. The Fire Chief determines the form and manner in which this information will be maintained. Separate files for confidential, medical-related information will be maintained. Employees may review their personnel file upon written request.



Records Open to the Public

Neither the District nor any employee can release the address, telephone number, Social Security number, or date of birth of any employee, officer, or appointed official as shown in the personnel records (except upon request from law enforcement agencies) without the prior consent of that employee, officer, or appointed official. The Fire Chief's office has the authority to verify or confirm the above information without prior written permission from the employee, officer, or appointed official.

The exemption of Fire District personnel records from public disclosure is governed by applicable statutes. All requests for public records shall comply with the Department's public records policy and state law.

Destruction of Records

Personnel files and payroll records are retained in accordance with Fire District policy as well as State and Federal laws and guidelines.



Residency Requirements

All full-time uniformed personnel hired after May 1, 2012, must reside within 90 minutes of normal travel time of the Fire District headquarters (Station 1).

Timekeeping and Paydays

The Fire District is on a monthly payroll system. Disbursement of paychecks occurs on the last week day of each month by a method established by the District Administrator. When a payday falls on a Saturday, Sunday, or holiday, the checks will be available on the closest business day preceding the above-mentioned days. Employees are required to have their paychecks deposited directly into any bank or credit union via an electronic fund transfer



Garnishments

With regards to wage garnishment, ECFPD complies with any and all court orders, the Consumer Credit Protection Act (CCPA), and any other applicable laws. Upon receiving a court order, ECFPD will notify the employee immediately and begin withholding wages.

In addition, the CCPA protects employees from termination related to wage garnishments due to child support, regardless of the number of garnishments.

Employee Evaluations and Pay

Employee evaluations are typically conducted every 6 months. Employee evaluations are an opportunity for employees to share how they feel about their job and the organization and to receive constructive feedback from the supervisor and collectively set goals for the next six months. An unsuccessful evaluation may result in an employee not being eligible for a pay increase. However, in most cases pay and performance are not directly linked and high performance is expected of all employees. The pay structure for ECFPD is a grade system. ECFPD frequently reviews pay grades against market data for each of our roles in the organization to attempt to be competitive in the local public agency labor market.

Promotions and Transfers

When an opening occurs on a shift, employees shall be notified of the opening by internal posting via interdepartmental email or written posting for at least one-week (7 calendar days). Employees shall then have one-week (7 calendar days) following the last day the job is posted to submit an application. Seniority will be considered. However, the Fire District retains the right to deviate from strict seniority and choose the most qualified person for the position based on the organization's needs.





Medical Standards

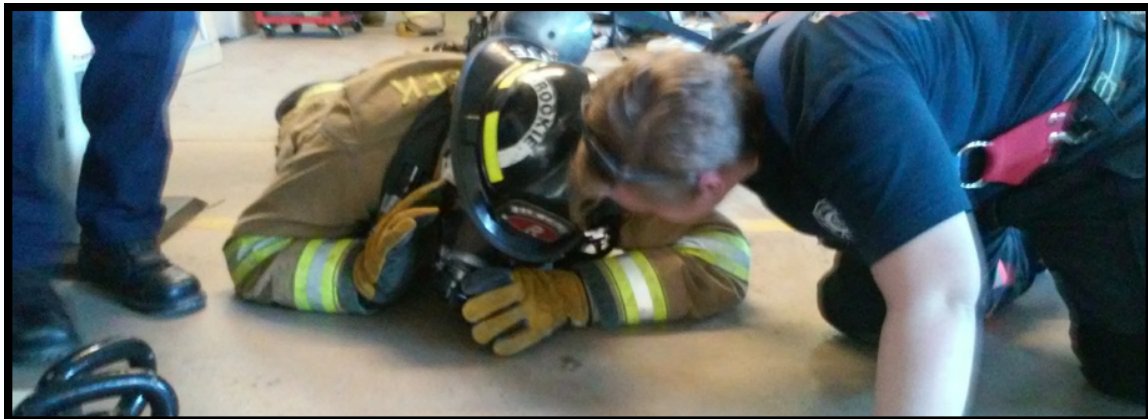


Physical Examinations

Following a conditional offer of employment or acceptance as a volunteer, an applicant may be required to take a psychological and/or physical exam to determine fitness to perform the essential functions of the position. An employee may be required, at the Fire District's request and expense, to take a physical and/or psychological examination as a condition of continued employment if there is a question about the ability of the employee to perform any of the essential functions of their position or a request for a reasonable accommodation.

Uniformed personnel assigned to response positions may be required to have periodic examinations to ensure their physical ability to continue performing certain functions associated with their job duties. Physical and/or psychological examinations shall be taken in a timely manner whether on or off duty. The Fire District shall be entitled to a physician's summary report stating an employee's ability/inability to perform regularly assigned duties, any physical and/or psychological limitations, and the physician's recommendations for corrective measures. The physician's summary report shall be placed in the employee's confidential medical file. Each employee and volunteer shall make a reasonable effort to keep themselves in good health in keeping with the requirements of their particular position and/or classification.

The Fire District has appointed a Fire District physician, who is responsible for implementing all medical screening and examinations. The Fire District physician shall conduct or supervise all medical examinations.





Physical Fitness

All uniformed employees and volunteers are required to maintain an adequate level of physical fitness to perform the essential duties of the position. The District requires most firefighters who engage in structural and wildland firefighting activities complete the Department's IPAT and the NWCG work capacity test at the arduous level annually. ECFPD reserves the right to allow some volunteers to complete the NWCG work capacity test at the moderate or light level depending on the volunteer's role.

While on shift, we have a goal of providing all uniformed employees and volunteers with up to 1.5 hours per day of approved physical training (please note that this is not guaranteed because of call volume or other responsibilities on any given day). The training must be taken at a time that does not interfere with normal operation of the Fire District. Employees and volunteers must remain available for emergency response during the physical training sessions.





BENEFITS

Holidays

The following holidays are recognized as holidays for pay purposes. Employees assigned to a 40-hour work week have these days off with eight (8) hours pay. If a holiday falls on a weekend employees assigned to a 40-hour work schedule will receive the holiday pay on either the week preceding the holiday or the week after at the discretion of the District. If an employee assigned to a 40-hour work schedule is working on an out-of-district assignment or an incident in district on a holiday; the eight hours of holiday is considered hours not worked and is calculated at the employee's normal rate of pay and therefore doesn't contribute to the accumulation of overtime. Part-time and seasonal employees also receive holiday pay.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas
- Christmas Day
- New Year's Eve



Per the Collective Bargaining Agreement, employees assigned to a 48/96 work schedule receive a lump sum of 72 hours at their regular rate for holiday pay on the October 30th paycheck for the following holidays:

- New Year's Day
- Veteran's Day
- Martin Luther King Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve





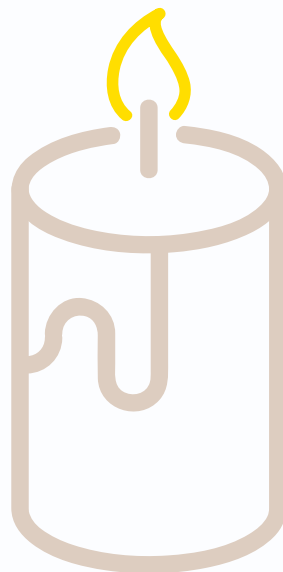
Religious Holiday

ECFPD respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on ECFPD's operations and employees.

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with ECFPD's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to Human Resources. The written request will include the type of religious conflict that exists and the employee's suggested accommodation. Human Resources and the Fire Chief will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on ECFPD. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the Fire Chief may confer with the Board and/or the employee's supervisor.

Human Resources or the Fire Chief and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following ECFPD's general grievance policy and procedure.

An employee who wishes to be excused from work in observance of a religious holiday will request approval of the absence from the Fire Chief. If approved, the time off is charged against Personal Time Off (PTO).





Employees Required to Work on Holidays

Any full-time employee normally eligible for holiday benefits who must work on a day designated as a holiday under the provisions of this Personnel Policy will receive holiday pay at straight time in addition to their regular pay.



Shift Employee Holiday Pay

All union employees assigned to a platoon schedule shall be paid a lump sum holiday pay equal to 72 hours pay in November of each year. Employees working a partial year will be paid on a pro-rated basis for the holidays that fall within the portion of the year the employee worked.

Paid Time Off

Employees are encouraged to use PTO to recharge and maintain a healthy work/life balance. PTO may be picked, based on seniority, as far in advance within one twelve-month period at the employee's discretion. PTO may also be used in the case of personal sickness (although employees are encouraged to use sick time first), disability, for medical/dental treatment, or for any other time off the employee desires. An employee may not take advance PTO until it has been earned.

Request

An employee requesting PTO should submit a PTO request as far in advance as possible for planned leave. In the event of an unplanned need, such as a sickness, the employee must inform their immediate supervisor or Fire Chief no later than the time the employee is scheduled to begin work. The minimum PTO allotment will be four hours for shift employees and one hour for all other employees. The maximum request is limited only by the employee's accrued PTO.





Approval

Only the Fire Chief or his designee are authorized to approve PTO requests for shift employees. The Fire Chief also approves all other PTO requests. PTO shall be approved in most cases, except when the time off would place the District in difficulty providing coverage. The expectation is that PTO should be requested two weeks in advance.

Eligibility

Regular and probationary full-time employees are eligible to accrue and use PTO. Part-time and temporary employees are not eligible to accrue PTO.

Initial Bank

Employees working a 40-hour work week will be granted up to 132 hours per year of PTO based upon the initial start date of employment through year five. Full-time 48/96 staff members will start accruing PTO based upon the initial start date of employment.

Accrual

Employees typically accrue PTO based on their service with the District based on zero years of experience through five years, 6+ years of experience, and 11+ years of experience. ECFPD reserves the right to negotiate PTO with lateral candidates who have significant experience. Typically, the amount of PTO accrued each year will follow the following schedule:

A. Full-time 48/96 staff members shall accrue 216 hours of PTO each calendar year from the first day of employment through the end of the 5th year of employment.

B. Full-time employees working 40 work weeks shall accrue 132 hours of PTO each calendar year from the first day of employment through the end of the 5th year of employment.

C. Full-time 48/96 staff members shall accrue 288 hours of PTO each calendar year from the first day of the 6th year each calendar year through the end of the 10th year of employment.





Accrual, continued

D. Full-time employees working 40-hour work weeks shall accrue 180 hours of PTO each calendar year from the first day of the 6th year each calendar year through the end of the 10th year of employment.

E. Full-time 48/96 staff members shall accrue 360 hours of PTO each calendar year from the first day of the 11th year each calendar year.

F. Full-time employees working 40-hour work weeks shall accrue 216 hours of PTO each calendar year from the first day of the 11th year each calendar year.

PTO maximum accrual:

- Years 0 through 5:
 - 264 hours, employees working 40-hour work weeks
 - 432 hours, 48/96 staff members
- Years 6 through 10:
 - 360 hours, employees working 40-hour work weeks
 - 576 hours, 48/96 staff members
- Years 11 or more:
 - 432 hours, employees working 40-hour work weeks
 - 720 hours, 48/96 staff members



PTO Cash-Out

An employee may, once each calendar year in November, request and receive payment in exchange for accrued PTO they aren't going to use. However, to maintain a healthy work/life balance employees are strongly encouraged to use their PTO.



PTO Pay-Out at Termination

A terminating employee is paid for accrued and accumulated PTO at the rate of pay in effect at the time of separation.

When termination is caused by an employee's death, payment for accumulated PTO is paid to the decedent's estate.

Sick Time

All employees accrue sick time. Sick time shall accrue monthly at the rate of twelve (12) hours per month up to a maximum of nine hundred sixty (960) hours. Employees may use sick time when they are ill, injured, or undergoing surgery/medical procedures. In addition, sick leave may be used for parental leave or for necessary care and attendance during the serious illness of a member of the firefighter's family. Once an employee has accumulated nine hundred sixty (960) hours of sick time, the accrual of additional sick time will stop.



An employee may donate accrued sick time to another employee when special circumstances arise with the approval of the Chief.

Effect of Extended Military or Other Leave of Absence



An employee who is granted a military or other leave of absence exceeding one hundred and eighty (180) calendar days may request payment for accumulated PTO that remains on their record.

Personal Leave

Normally, personal leaves of absence are not granted. If, on rare occasions, management deems the circumstances warrant approval, an unpaid leave for nonmedical reasons would be granted for not more than 30 days.



Bereavement Leave

Full-time 48/96 staff members who suffer a death in his or her immediate family will be allowed three (3) 24-hour shifts of leave at full pay and full-time employees who work 40-hour work weeks will be allowed five (5) 8-hour shifts of leave at full pay. The employee may request additional unpaid leave. Such additional leave may be granted at the Fire Chief's sole discretion. For purposes of this article, a member's "immediate family" includes his or her spouse, children, parents, grandparents, grandchildren or siblings, and the parents, siblings or children of the member's spouse.

Family and Medical Leave

In accordance with the Federal Family and Medical Leave Act (FMLA) and the applicable state laws, the Fire District grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

- The birth of and care for a newborn child of the employee;
- The placement of a child with an employee in the case of adoption or foster care;
- An immediate family employee (spouse, child, or parent) who has a serious health condition;
- An employee's own serious health condition that makes the employee unable to perform the essential function(s) of their position; and
- Because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active-duty status, in support of a contingency operation.



An employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for the service member.

If an employee and the employee's spouse are employed by the Fire District, they are jointly entitled to a combined total of twelve (12) weeks for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.



Twelve-Month Period

The twelve (12)-month period within which an employee is entitled to family and medical leave is a rolling twelve (12)-month period measured backward from the date family and medical leave is first taken. The period continues with each additional family and medical leave day taken.

Eligibility for Leave

To be eligible for family and medical leave, an employee must:

- Have been employed by the Fire District for at least twelve (12) months;
- Have worked one thousand two hundred fifty (1,250) hours over the previous twelve (12) months

Vacation, sick leave, and unpaid leave are not included in the one thousand two hundred fifty (1,250) hour calculation.

Intermittent or Reduced Leave

An employee may take family and medical leave on an intermittent (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the Fire District and the employee agree to such a schedule. Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary.

Substitution of Paid Leave

An employee may elect to substitute any of the employee's accrued paid vacation or sick leave to cover some or all of the family and medical leave.

When an employee on family and medical leave has exhausted their accumulated vacation leave or sick leave, the remainder of the FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) weeks.



Employee Notice Requirements

An employee must provide the Fire District with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable and such notice is practicable.

Failure to provide the notice will give the Fire District the right to delay the taking of leave until at least thirty (30) days after the date the employee provides notice to the Fire District of the need for FMLA leave. If thirty (30) days notice cannot be provided, notice must be given as soon as possible.

Medical Certification

If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family employee. The Fire District will allow at least fifteen (15) calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by Human Resources.

Second Opinion

The Fire District may require a second or third medical opinion (at the Fire District's expense). Pending receipt of the second or third opinion, the employee is provisionally granted leave. The Fire District may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.



Payment of Group Health Insurance Premiums

The Fire District will maintain (including the continuation of paying the Fire District's share of the premiums) the group health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave.

The Fire District's obligation to maintain group health benefits ends after a premium payment is more than thirty (30) days late. The Fire District will provide fifteen (15) days notice that coverage will cease if the employee's premium is more than thirty (30) days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as pre-existing waiting periods or passing a medical exam to obtain coverage.



Failure to Return to Work

The Fire District may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control." An employee who does not (or is unable to) return to work after exhausting the twelve (12) weeks is no longer protected by FMLA. If the employee is able to return at some time after the twelve (12) week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

Rights Upon Return to Work

When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, or other terms and conditions of employment.

Seniority

An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return

Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but should where foreseeable, give the Fire District reasonable advance notice, generally at least two (2) working days.

Request for Extension

An employee should give reasonable notice to the Fire District of the need for an extension if less than the twelve (12) weeks of FMLA leave has been used. Such a request will be considered as a request for a reasonable accommodation.



Paid Maternity Leave and Paid Bonding Leave

Maternity leave is leave granted to a full-time employee for the period related to childbirth and recovery. The time taken as maternity leave is considered an off-the-job temporary disability until the employee's physician releases them for work. Depending on the nature of the pregnancy and delivery, some flexibility regarding when paid maternity leave starts may be warranted. Contact Human Resources with any additional questions or concerns.

ECFPD provides employees working 40-hour work weeks with six (6) weeks and employees working 48-hour shifts with six (6) 48-hour shifts of paid maternity leave following a normal delivery and eight (8) weeks for employees working 40-hour work weeks or eight (8) 48-hour shifts of paid maternity leave for a C-section delivery or other birth and delivery complications (determined on a case-by-case basis). In addition to maternity leave, mothers also receive an additional two (2) weeks of paid "bonding leave" providing the mother with additional time to bond with their new child. In addition to the total of eight (8) weeks or eight (8) shifts paid time for a normal delivery and ten (10) weeks or ten (10) shifts for a C-section/complicated delivery; an employee may use FMLA unpaid time off for a total of 12 weeks off between both paid time and unpaid time.

Fathers or partners of a mother who have just given birth also receive two (2) weeks for employees working 40-hour work weeks or two (2) 48-hour shifts for 48/96 employees of paid "bonding leave" or paternity leave to form a bond with the new child. Bonding leave also applies to employees in the case of adoption.

The Family Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks off in a 12-month period for pregnancy and parental leave, among other things. Employees are eligible to take FMLA leave if:

- They have been employed by ECFPD for at least a year
- They worked at least 1,250 hours in the previous year





Paid Maternity Leave and Paid Bonding Leave, continued

The Fire District will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. When an employee is on a leave of absence without pay, the employee is responsible for both the Fire District and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave, in which case the Fire District will pay its portion of the insurance premium for a maximum of 12 weeks (3 months).

If the employee wishes to take an extended maternity leave of absence and resume to work at a later time, leave without pay will be granted for a period of not more than twelve (12) months with return to employment at the same rate of pay and rank.

Jury Duty

Any member who is summoned for jury duty will be paid for his/her scheduled hours spent while on jury duty. The member must submit a copy of the order requiring such duty to the District in order to get paid for this time. In order to avoid "double dipping", the employee shall either remit his/her stipend to the District, or have an equivalent amount to the stipend deducted from the employee's pay. Contact the District Administrator for more information.



If a member is subpoenaed in connection with his or her employment the member will be compensated as follows:

For all time spent preparing and or testifying during a member's regularly scheduled work time the member will be compensated at their regular rate. For all time spent preparing and/or testifying during off-duty hours, the member will be paid at his/her overtime rate.

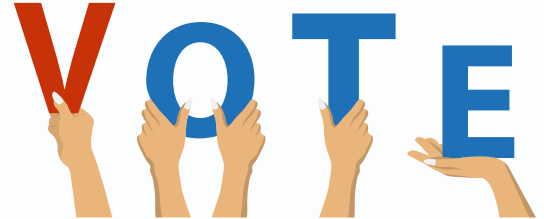
Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury.

If a regular employee is serving jury duty when they are off duty or using PTO, all fees, mileage, and subsistence allowances are retained by the employee. When the employee is traveling in a Fire District-owned vehicle, the employee remits all mileage fees to the Fire District.



Leave Time for 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. This must not affect the ability for an employee to respond.



Military Leave

Military leave is granted according to the provisions of Federal and State law which provide for unpaid leave for employees required to fill an obligation as an employee of the Armed Forces Reserves. Whenever possible, the employee making a request for a military leave of absence will notify an immediate supervisor of the request ten (10) working days before the beginning date of the leave of absence. Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period not to exceed twenty-one (21) days per calendar year and applicable Federal Law. Currently, the calendar defined by statute is October 1 to September 30. Employees called up for extended military duty through their reserve unit shall have their position held for their return to regular Fire District service.

Health Insurance

For additional information please contact Human Resources for a Summary Plan Description.

Life and Unemployment Insurance

For additional information please contact Human Resources for a Summary Plan Description.





Retirement/Pension Plans

Full-time employees must participate in the FPPA retirement plan provided by the District. Employees may participate in the FPPA 457 deferred compensation plan. The District will allow employee contributions to the FPPA 457 plan to be made via payroll deductions. Please contact the Human Resources Manager for additional information.



Mental Health and Conifer Counseling



Mental health counseling is available through Conifer Counseling. ECFPD recognizes the possible mental health effects on all members including volunteers. Please contact Human Resources or an officer for more information.

Employee and Employer Responsibility for Safety

ECFPD's Commitment



ECFPD is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor. If employees are injured on the job, no matter how minor, they must immediately report the injury to their supervisor and Human Resources.

Emergency Procedures / Reporting of Injury

In the event you are injured please contact your supervisor or someone else in the Chain of Command immediately to begin the workers' compensation process.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of the District's designated physicians (except in the case where a member is transported to an emergency room). If not, the employee may be responsible for the cost of medical treatment. In cases of true medical emergencies, report to the nearest emergency room.



About Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees and volunteers who are injured or who become ill because of employment.

ECCFPD pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees and volunteers who sustain an injury on the job or during service to the District.

ECCFPD abides by all applicable state workers' compensation laws and regulations. If an employee or volunteer sustains a job-related injury or illness, it is important to notify the supervisor or someone in the Chain of Command immediately. The supervisor will complete an injury report with input from the employee and return the form to Human Resources per the Worker's Compensation SOP. Human Resources will file the claim with the insurance company.

Light Duty Assignments

Light Duty assignments shall be established at the discretion of the Fire Chief. These assignments may be filled by members who have been out due to illness or injury for more than thirty (30) calendar days, whose treating physician has determined that said member is expected to fully recover and return to full firefighting duties or the essential functions of the job within 1 year, and furthermore, that the member is capable of light duty work without risk to health or aggravation of the condition.

The light duty assignments may be in fire prevention, training, office, or other roles of the Fire District as selected by the Fire Chief. The light duty work shall be performed on a four (4) day, (10) hour per day basis or on such other schedule as determined by the Fire Chief, consistent with any medical restrictions of the member, on an as-needed basis as determined by the Fire Chief.

Light duty for a member who has suffered an admitted line-of-duty injury or illness will be administered consistent with the requirements of the Colorado workers' compensation statute. The salary paid by the District to a member on light duty shall be at least equal to the salary at which he or she was employed at the time of his or her injury or illness. In the event that a member is changed to a 40-hour work week, the Department will convert the member's salary rate to an hourly equivalent.





Light Duty Assignments, continued

During the period of temporary disability, a member shall be entitled to pay pension contributions and shall continue to receive health-medical plan benefits, and the member shall accrue PTO. If light duty positions are available, they shall be first assigned to members who are disabled as a result of an on-the-job injury or illness. Members with on-the-job injuries or illnesses, who are medically certified to be capable of light duty, must accept a light duty assignment if one is available. If there are light-duty positions available that cannot be filled by members with line-of-duty injuries or illness, the District may at its discretion offer light duty positions to members who are disabled as a result of non-job-related injuries or illnesses. Members with non-job-related injuries, who are medically certified to be capable of light duty, may elect to take a light duty assignment if offered it by the District.

The member's assignment to light duty will end upon the earlier of: (A) the presentation of a doctor's certificate from the member's treatment provider stating that the member is physically capable of performing all the essential functions of the position in which he/she was working at the outset of his/her absence due to injury or illness; or, (B) six (6) months from the commencement of the initial absence.

Upon release to full duty a member shall be returned to the position which he/she was working at the time of the onset of his/her absence due to injury or illness. If within the first three months of a members' return to work, the Fire Chief has concerns, based on objective observations, that the member is having physical difficulty performing their duties up to District standards, the Fire Chief may require the member to undergo additional fitness for duty examinations and/or testing. Once the member is released to full duty by their treatment provider, the member may be required to perform a physical fitness standards test.

Workplace Expectations, Ethics, Standards of Conduct, and Personal Activities



Uniforms and Dress Code

All employees and volunteers of the District should be well groomed and project an image of professionalism while on duty or wearing District uniforms. The appearance of each employee reflects not only on the member but also on the District as a whole. Personnel must not wear department clothing when off duty. This includes blue duty clothing, wildland related clothing that identifies the District, as well as red recruit clothing.



Workplace Expectations, Ethics, Standards of Conduct, and Personal Activities, continued

While on District premises or conducting District business all members must dress appropriately. Managers may exercise reasonable discretion to determine appropriateness in member dress and appearance, especially when members are in view of the public. Violations of this policy can range from inappropriate clothing that shows too much of certain body parts, inappropriate clothing items, offensive or strong perfumes, body odor, or clothing that is torn or otherwise not in appropriate condition or worn properly. If a member is wearing inappropriate dress, they may be required to go home and change. If a member's violation of this dress code is an issue, the supervisor should discuss the problem with the member in private. If the problem persists, supervisors should follow the normal corrective action process. Contact Human Resources or the Fire Chief for any clarifications on this policy.

Every full-time firefighter/EMS professional shall receive (see the Local 4710 Collective Bargaining Agreement for more information):

- Turnout gear that will be replaced per the schedule set forth by the manufacturer suggestion unless damage has rendered the gear unsafe according to NFPA 1851 and warrants replacement before this date.
- 2 blue Nomex uniform pants
- 4 tee shirts
- 1 Job style sweatshirt
- 1 hooded sweatshirt
- 1 baseball style hat
- 1 stocking cap
- Reimbursement up to \$150 one time every year for duty or wildland boots upon submission of written documentation of such purchase (all members in uniform are eligible for this benefit including volunteers).





Voluntary Shift Exchange (Shift Trades)

48/96 staff members may voluntarily agree to exchange shifts or substitute for one another during scheduled work hours. Terms of a trade and terms of repayment of the trade shall be worked out between staff members before being accepted by their supervisors. Each firefighter shall be responsible for monitoring his or her own record of exchanges.

The District is not responsible for any problems or costs arising out of exchange shifts when one employee substitutes for another. An employee who agrees to work an exchanged shift shall be responsible for said shift and upon failure to work the exchanged shift, the substituting employee shall be charged 24 hours of PTO. The employee who is to pay back an exchanged shift is obligated to repay that shift on a mutually agreed upon date/shift, and shall remain responsible for that said shift. Exchanged shifts shall not interfere with the operations of the District and should have no monetary impact on the District.

Wildland Fire Season and Out of District Assignments (Structure Firefighters)

Full-time 48/96 staff members will be given priority seating assignments for all but 1 seat for all out-of-district deployments, provided that enough staff remain to meet minimum staffing requirements. In the event there are not enough available full-time 48/96 staff members to fill minimum staffing then part-time, seasonal, administrative staff, detail personnel, and volunteers can be used to fill seating assignments. Probationary staff members are typically not eligible for out of district assignments until after they have completed their probationary period.



Any staff member who is out of district on an assignment (inclusive of travel days to and from the assignment) for either a total of fourteen (14) or more days or a total of twenty-one (21) or more days (inclusive of travel) shall have three (3) mandatory rest days from in-district duties before returning to their regular shift work. If a mandatory rest day or days falls on the staff member's regularly scheduled shift day, these days shall remain paid at the normal rate for that 24 or 48 hour period.

When a holiday falls on your regularly scheduled out of district shift and you work on that day you would get paid your regular out of district rate plus holiday pay. For example, if you are on a fire assignment during the 4th of July you would get paid your regular out of district rate plus the additional hours of holiday pay.



District Compensation for Schools and Seminars

Any education that is “required” by the District shall be considered job-related education and time spent attending such courses outside of a member’s regular schedule shall be compensated at the rate of one and one half times the member’s regular rate in effect at that time. If the course occurs during the member’s regularly scheduled hours, they will be compensated for a normal 24 or 48 hour shift, and any time spent in excess of that 24 or 48 hours will be paid at a rate of one and one half times the regular rate. The Fire Chief has discretion to grant or deny approval for such training, provided that the following training levels within the workforce are met:

There shall be a sufficient number of members to meet minimum staffing requirements. The Fire Chief or his designee will look to seniority within the shift first, and members’ individual level of training second as the only factors in determining who will attend such trainings. If a member is attending a multiple day course that overlaps with days s/he is scheduled for duty, on those days s/he is scheduled for duty, such member will not have to report back for duty after class. If a member is attending a one-day course and said member is scheduled for duty that day, the District will cover said member for the time he/she is in attendance and said member will need to return for the completion of his/her shift.

A per diem allowance for meals will be given to members attending out-of-town meetings, classes, seminars, or schooling at the current government rates for the region the meetings, classes, seminars, or schooling take place. The per diem allowance will be prorated by meal should the departure or arrival time be a partial day. Meals furnished by the workshop or paid by other entities will not be reimbursed and not included in the per diem allowance. Members should take a District vehicle when available. Members will be reimbursed at the Fire Chief’s discretion if a private vehicle is used; a less expensive mode of travel may be selected such as air fare vs. driving. All requests for reimbursement for expenses shall be submitted to the District Administrator.

The Chief has complete discretion to grant or deny requests for time off related to training for courses not approved by the Fire Chief. Said training time off shall be requested and scheduled ahead of time. The member seeking to take such time off will be responsible for making arrangements to have his/her shift covered. At no time shall time off for non-District sanctioned training cause overtime to the District.





Reference Inquiries

The District does not provide letters of recommendation or reference on behalf of the District. In response to inquiries about former employees and volunteers from prospective employers, volunteer organizations or individuals, the District will provide dates of service/employment, position(s) held and rate of compensation. Employees who receive a call or written inquiry about a former or current employee can refer the matter to Human Resources. Otherwise, if the employee or supervisor feels comfortable being a personal reference for the individual in question, they may choose to do so.

Limitation On Employees Who Provide Volunteer Services to the District

The Fair Labor Standards Act prohibits paid employees from volunteering the same services he/she provides as an employee for the District without being compensated. As a result, the District does not permit full-time paid employees to also serve as volunteers when the services provided as a volunteer are substantially the same as the employee provides as part of his/her regular duties.

Board Contact with Employees

The Board of Directors recognizes the need for an established and cohesive Chain of Command, and the need to support, and not undermine, the authority it has given the Fire Chief to manage the day-to-day operations and activities of the District. For example, the Board of Directors recognizes that smooth and efficient operations and activities of the District, including personnel matters which do not directly involve the Fire Chief, should be handled through the District's Chain of Command.

The Fire Chief's decision is the final decision of the District for all purposes, including but not limited to, exhaustion of administrative remedies within the District. Employees shall not attempt to appeal disciplinary matters concerning their employment directly to the Board.

Outside Employment and Activities

Employees may engage in outside employment and outside activities. Employees may hold a position with another organization or entity as long as the position does not interfere with the ability of the employee to perform his/her duties and obligations to the District. All employees are expected to meet the performance standards and scheduling demands of their position with the District regardless of any outside employment, membership, in/or position with another organization.



Conflicts of Interest and Personal Gain

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. It is not possible to define all the circumstances and relationships that might create a conflict of interest.

If a situation arises in which there is a potential conflict of interest, the employee or volunteer should discuss this with the Chain of Command for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by a firm that is a competitor of or supplier to ECFPD;
2. Holding a substantial interest in, or participating in the management of, a firm to which ECFPD makes purchases;
3. Accepting substantial gifts from patients, suppliers, or other individuals with whom ECFPD does business (allowing the public to pay the bill at a restaurant or accepting food from the public is ok);
4. Participating in civic or professional organization activities in a manner that divulges confidential organizational information;
5. Misusing privileged information or revealing confidential data to outsiders;
6. Using one's position at ECFPD or knowledge of its affairs for personal gains.

It is a conflict with the interest and a violation of trust, for an employee to give or release to any person or entity, any data or information of a confidential nature pertaining to the business of the District, or to use District information for direct or indirect personal benefit, including the benefit of family or friends. Information which the District considers to be confidential includes, without limitation: medical information, patient information, information concerning a member of the public or an employee of the District, competitive bid data, and any other data or information which may be used to the detriment of the District, its employees or the public.

Employees engaged in private business, other employment, or outside activities shall not allow the private business, other employment or activities to conflict with employment by, or services to, the District. In the event of a conflict of interest related to other employment or activities, the Fire Chief shall ask the employee to immediately cease the other employment or activity or resign from his/her employment with the District.



Conflicts of Interest and Personal Gain, continued

Employees shall disclose all other business activities, employment or other activities which may create a conflict of interest with the District. The disclosure shall be made through the Chain of Command or to Human Resources.

Employees may not use their official position or employment with the District for personal or political gain or to attempt to obtain favorable treatment.

Visitors and Pets

As part of the District's educational and community service efforts, it is the policy of the District to encourage persons to visit District facilities. Visitors, including employees' family members, who enter a station or other District building should be approached respectfully and asked the purpose of their visit.

Visitors may not be permitted to be in a station or other District building without supervision, and may be asked to leave if the station or other District building will be unattended for any reason, for example, where a station crew must leave to respond to a call. Children under the age of 18 must be accompanied by an adult at all times. Employees and volunteers should be willing to provide tours and be courteous to visitors that request tours.

Any animal that is brought onto District property must not be aggressive. In rare cases an employee's pet may stay overnight at the station if it is well-behaved, stays in the living quarters, and its presence doesn't bother coworkers on your shift. Bringing a pet to work must be approved by your supervisor.





Media Requests, Testimony, and Public Statements

Employees shall not give a deposition, affidavit, written statement, interview, or other form of information, including, without limitation, any papers or documents of the District, or appear as a witness in a civil or criminal matter arising out of or related to his/her duties, without prior notice to, and authorization by the Fire Chief. Any employee who receives a Subpoena related to a District matter shall immediately notify his/her supervising officer or supervisor.



Employees shall not make public statements on behalf of the District unless the employee has been specifically authorized to do so by the Fire Chief. Any request by the media or other entity for a comment should be referred to the Public Information Officer (PIO) or the Fire Chief.

Political Process Participation and Colorado Firefighter Safety Act

The District has no intentions of limiting the rights of its employees and volunteers to lawfully participate in the political process or prevent concerted activity as protected by the National Labor Relations Act (NLRA) or the Colorado Firefighter Safety Act. This includes the right to fully participate in the political process while off duty and not in uniform, including speaking directly with Board members and engaging in other legitimate political activities in the same manner as other Colorado citizens without discrimination, intimidation, or retaliation. The District Board of Directors can only act as a whole by a majority vote at a properly noticed meeting. The employee process for meeting with the Board of Directors shall be presented in writing to the Fire Chief and then the Fire Chief shall promptly advise the Board of Directors of the request through the Board President.

Under the Colorado Firefighter Safety Act our employees have the right to “meet and confer” as an employee organization to discuss policies and other matters relating to their employment. The Colorado Firefighter Safety Act also identifies collective bargaining agreements as the process and best practices to set a strong foundation for a collaborative working relationship between all stakeholders. This agreement allows our firefighters to have a seat at the table regarding their service to the community.



I.A.F.F. Local 4710 (Union)

The District recognizes Elk Creek Professional Firefighters Association I.A.F.F. Local 4710 (Union) as the sole and exclusive collective bargaining agent for all full-time firefighters (positions under representation of the Local are according to the Collective Bargaining Agreement and not this Handbook, see the Collective Bargaining Agreement for more information). The District agrees to collectively bargain with the Union with respect to rates of pay, wages and compensation; benefits; discipline, grievance/appeal procedures; and, other terms and conditions of employment. The District reserves and retains solely and exclusively all of its constitutional, statutory, and common law rights and responsibilities to manage the District and to take all necessary actions to carry out the mission of the District. The management of the District and the direction of the employees are vested solely and exclusively in the District, and shall not in any way be abridged, except as specifically limited by the express terms of a collective bargaining agreement. The District and the Union have the obligation to negotiate in good faith. The obligation to bargain in good faith does not compel either party to agree to a proposal or make a concession. Strikes, picketing, and lockouts are not permitted per the collective bargaining agreement and to the extent permitted by law are prohibited by state law.



Elk Creek Professional Fire Fighters



The District is an “open” shop which means that any employee can elect, at any time, not to be a Union member. Nor should a new hire or any employee feel compelled to join the Union at any time. An employee who elects not to be a Union member will still be bound by the terms of the Collective Bargaining Agreement. And the Union shall represent any non-Union member who may be entitled to representation. The parties agree not to discriminate against any employee on account of Union activity, or membership or non-membership in the Union. The District shall deduct Union dues on a regular basis from the pay of all members who authorize such deductions. Please refer to the collective bargaining agreement for more information on Union dues and fees. The Union shall indemnify the District and hold it harmless against all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of, any action taken by the District for the purpose of the dues deduction unless such loss or damage is intentionally caused or contributed to by the action of the District.



I.A.F.F. Local 4710 (Union), continued

EXCLUSIVE MANAGEMENT RIGHTS. The exclusive rights of the District include, but are not limited to, the following:

1. To determine the mission of the District and the methods, processes, and means by which said mission is said to be fulfilled, and to decide any matters of a policy nature;
2. To determine District policy, including the right to manage the affairs of the District in all respects, including, but not limited to, determining and implementing the methods, equipment, facilities, and personnel policies, procedures, directives, practices, and other means by which District operations are to be conducted, and taking the steps it deems necessary to maintain the efficiency and safety of operations of the personnel engaged therein;
3. To develop, enforce, modify, or terminate any policy, procedure, manual, work method, or the like, associated with the operations of the District;
4. To determine training needs, methods of training, and employees to be trained;
5. To extend, limit, or curtail the operation of the District, including to determine or consolidate the location of operations, offices, and work sites, including permanently or temporarily moving operations, in whole or in part, to other locations;
6. To direct the work of all employees, and determine the duties of a position;
7. To hire, promote, demote, classify, evaluate, and retain employees in positions with the District;
8. To determine the size, composition, and makeup and distribution of the workforce, including staffing levels;
9. To demote, suspend, discharge, or otherwise discipline employees for cause;
10. To transfer, assign, and schedule employees, including determining schedules, creating schedules, and establishing or modifying the workweek, including mandatory overtime work
11. To determine whether to lay off employees due to, lack of work, lack of funds, or for other legitimate reasons;
12. To determine its budget, organization, and the merits, necessity, and level of any activity or service provided by the District, and other fiscal policies; and,
13. To determine whether to merge with any other fire District or municipality



Line of Duty Death

Although a line of duty death is unlikely, unfortunately it happens in the fire service and has happened once at Elk Creek Fire. As brothers and sisters at ECFPD we work to ensure that we all go home safe. As an all-hazard organization ECFPD has a plan for how to operate in the event of a line of duty death. Here are some of the details of that plan that are important to know:



- A funeral benefit of \$12,000 will be paid to a funeral home or to a family member that paid for the funeral.
- Death benefits are paid at two-thirds of the average weekly wage of the employee up to the maximum of \$1,228 per week (as of 2023). The minimum benefit rate is \$307 per week (as of 2023). The rate for a volunteer firefighter would be the maximum of \$1,228 per week per state law unless they are paid a stipend or received income from wildland assignments—in that case the calculation would be based on the average weekly wage of the income they made while employed for the District. The death benefit is payable to the widow or widower for life or until remarriage. The widow/er can request a lump sum of the death benefit up to \$110,000 and then the weekly benefits get reduced to account for the lump sum benefit that was paid out. Dependent children are eligible for benefits until the age of 18 or up to 21 if they remain enrolled as a full-time student at an accredited school. If there is no widow/er or dependents, a lump sum is paid to the State Uninsured Fund in the amount of \$25,922.50.





Special Message to Volunteers

We are excited you are here! Your experience as a volunteer firefighter will undoubtedly be challenging and rewarding. You will eventually be held to the same standards and do the same work as our career firefighters. If we did a good job recruiting, some of you will be young and have little work experience. Some of you may have life experience from other careers but little to no experience in fire and EMS. That's ok! Your success in the fire service will largely depend on your attitude and how much you apply yourself.



Our District is large and we rely heavily on you to help minimize our response times and serve our mountain community. Our volunteers are also critical in assisting our career firefighters on many of the calls to which we respond. Many of these calls are motor vehicle accidents, EMS calls in remote locations such as Staunton State Park that require hiking to the patient and hiking them out, structure fires, wildfires and much more. These types of calls sometimes require more manpower than our paid staff can provide. That is where you come in. Through your training you will become a valuable asset to the Department and provide service to your community.





Becoming a Proficient and Valued Volunteer Firefighter

Here are a number of things to consider that will be necessary to your success moving forward:

- **Training:** Almost every Wednesday night there is a training (during the academy the department training typically is the Wednesday night academy class). The time and location will vary and information about the training is provided by the shift officer each week via email.
- **Shifting:** The requirement to be in good standing is 24 hours a month. Frequent shifting is critical to your learning and development as a firefighter.
- **Maintaining your Firefighter I and HazMat Certifications:** In most cases if you participate in training on Wednesday nights it will be easy to maintain these certifications.
- **Maintaining your EMS certification:** Maintaining your EMS certification is your responsibility. The EMS Coordinator frequently sends out information about continuing education opportunities that will help you maintain your certification.
- **Physical Training:** Firefighting is strenuous work. Being in good physical condition is extremely important. To maintain your qualification as a Type II Wildland Firefighter you will need to complete a pack test every year. This consists of walking three miles with a 50-pound pack in less than 45 minutes. The gym is available to you during business hours to help you maintain a fitness regimen. Before using the gym, please check in with the officer on duty and make sure you aren't making noise if the paid staff is still sleeping from a long night.
- **Attitude:** Always demonstrating a positive and helpful attitude will help you assimilate into the culture and be successful. Helping with the dishes, taking out the trash, making coffee, and washing rigs before being asked are all things you can do to become a part of the team and make a difference.





Becoming a Proficient and Valued Volunteer Firefighter, continued

There are numerous intangible benefits from volunteering especially if you live in the District and/or you are using this experience to pursue a career in fire and/or EMS. However, there are very few monetary benefits of volunteering. The few benefits are:

- Reimbursement up to \$150 one time every year for duty or wildland boots upon submission of written documentation of such purchase.
- Aluminum cans are donated by the community and the proceeds are saved and then awarded to volunteers with the most points over the course of the year (see the Volunteer Points section below for more information).
- Volunteers have the opportunity to go on wildfire assignments during the fire season as either a part of a team or as a single resource. Depending on the assignment there is an opportunity to make a significant amount of money in a short amount of time if you have the 2-4 week availability to participate in such assignments. This can be a great source of income for those that are retired or otherwise have flexibility in their schedules. In order to be eligible, you have to have completed your rookie book and be in good standing with your shift hours. Contact the Wildland Captain for more information.
- Mental health counseling is available through Conifer Counseling. ECFPD recognizes the possible mental health effects on all members including volunteers. Please contact an officer or Human Resources for more information.
- Worker's compensation benefits up to \$1,228 per week for line of duty injury or death (as of 2023). In the event of death this is payable to the widow or widower for life or until remarriage. Dependent children are eligible for benefits until the age of 18 or up to 21 if they remain enrolled as a full-time student at an accredited school. There is also a funeral benefit of \$12,000 for line of duty deaths.





Volunteer Shifting Expectations

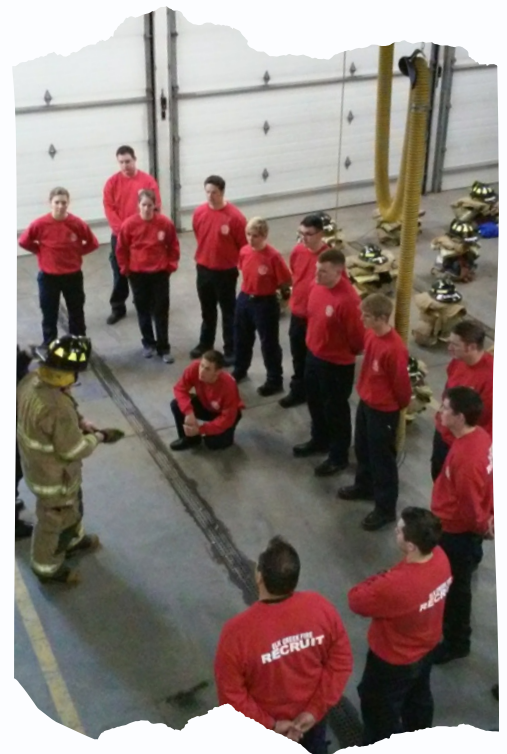
During the academy your primary responsibility is to attend classes, study the required material, and learn towards the end of receiving your Colorado Firefighter I Certification, Hazmat Certifications, and qualification as a Type II Wildland Firefighter. Shifting is not a requirement during the academy but will significantly help you put into practice what you are learning. Once you graduate the expectation for shifting is 24 hours per month. To sign up for a shift you contact the officer on duty to request joining the shift. An email is sent to all staff and volunteers by the shift officer the day the shift starts. Volunteer shifts are to be completed in at least four-hour increments. There is a shift book located in the dining room of the living quarters where you will enter your shifts. This is then entered by the officer on duty into a system called Emergency Reporting.

Probationary Year, Rookie Book, and Rookie Project

During the academy you will be provided with a book that contains a series of skills and requirements that must be checked off once the skill or requirement has been verified or completed. The process of completing the book typically takes about a year including a rookie project. The Fire Chief has a list of projects for probationary firefighters to pick from. These are projects that better the Department and help the rookie better assimilate into the department by making a contribution. Any money spent by the rookie on the project will be reimbursed by the Department if the project was approved by the Fire Chief.

Red and Blue Duty Clothing

At the beginning of the academy, you are given red duty clothing to wear during academy or otherwise when at the fire station. Red duty clothing identifies you as a new firefighter and helps more senior firefighters remember where you are at in your training when at an emergency scene. Upon graduation from academy, you will be issued your blue duty clothing and a radio if one wasn't provided to you previously. If the District doesn't have a graduation by the time you complete your probationary year and your rookie book, your blue duty clothing will be provided to you when the probationary year and rookie book are complete. As you progress in your firefighting career at Elk Creek you will also be issued new tailored bunker gear.





Driving Department Vehicles

You are not to drive District vehicles until you have completed the Volunteer Firemen's Insurance Services (VFIS) driving course which is required for insurance purposes. There is a driver book that you will need to work on. You cannot drive any particular vehicle until you have been signed off on that vehicle by an officer.

Safe driving is the first priority when operating a vehicle while driving a District vehicle. Your first responsibility is to pay attention to your driving.



Never allow a cell phone or other mobile device to distract you from concentrating on driving. Program your destination into navigation apps or GPS devices before you start driving.



EMS Clearance

Upon receiving an EMS certification, you will need to receive clearance from the EMS Coordinator in order to treat patients on your own (in the back of an ambulance by yourself, when you arrive first on scene, etc.). Once you receive your EMR or EMT certification please contact the EMS Coordinator for more information on how to start that process.

Volunteer Points

To stay in good standing with the Department and receive service awards you are awarded points based on your service. You will be expected to keep your certifications current, attend trainings, run calls, participate in public education and other events and you will receive points accordingly. Leadership will publish the requirements from time to time.



Responding From Home Using Your Personal Vehicle

At some point during the academy, you will be given access to First Due which is a phone app that provides you with dispatch notifications as calls drop. At first this is just to help get you acquainted with the types of calls. As you progress through the academy and graduate you will be provided with a radio or beeper (timing may depend on the frequency you shift).



As you shift and get to know the officers on each shift you will likely be granted the opportunity to respond from home if you live within the District. In most cases, especially during your probationary year and before receiving an EMS certification and then EMS clearance from the EMS Coordinator; it will be more appropriate to stage your vehicle at a location where you know the crew will pass on their way to the call. Once they pass your location you can follow them from a safe distance into the scene.

When responding to a call as a volunteer you should never pass Elk Creek Station 1 (or a closer station between you and a call that has the appropriate vehicle to respond in). Volunteers that haven't been granted the ability to drive department vehicles shouldn't drive past Station 1 but should rather wait at that station until someone arrives that can drive a department vehicle into the scene.

Remember when responding in your personal vehicle, you have no special privileges when driving your personal vehicle (obey all traffic laws, speed limits, etc.). You need to allow significant space between you and emergency vehicles and pull over for law enforcement. When arriving on scene also be cognizant of where to park your vehicle. Make sure it is in a location that doesn't block department vehicles, is far from any collapse zones, etc.

Arriving First On Scene

Arriving first on scene may require a firefighter to have enough experience to initiate command, communicate with dispatch and incoming units, and manage the scene until an officer arrives to assume command. The timing of when a volunteer is proficient enough to do this depends on a number of variables. Generally, this will require that the volunteer has finished their probationary year and rookie book as well as received EMS clearance from the EMS Coordinator. Receiving the trust of the officers on each shift and having a conversation with them about arriving first on scene is crucial.



Confidentiality

Employees of ECFPD will have access to confidential information of the District and our patients. Confidential information includes, but is not limited to, information concerning patient medical records, Workers' Compensation claim information and similar subjects. Unauthorized disclosure of confidential information is a violation of privacy laws or the federal law restricting release of medical information (HIPAA—Health Insurance Portability and Accountability Act) and may result in termination. This nondisclosure prohibition applies both during and after an employee's employment. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by the Fire Chief. Confidential information remains the property of the employer and must be returned to the District upon separation or at any time upon demand.



Conclusion and Acknowledgment

ECFPD strives for fairness and equal opportunity and penalizes offensive and illegal behaviors. However, as the laws and our environment change, we may revise some of our policies. You may suggest an amendment, change, or revision by submitting suggestions in writing to Human Resources. The Fire Chief retains final authority to approve or disapprove proposed revisions made by a member. All amendments, changes, and revisions are made available to all Fire District employees and volunteers in the manner and form approved by the Fire Chief.

Acknowledgment of Receipt of Handbook (version 2023)

Please read the following and then sign, date, and return the form to Human Resources (if not signing electronically). One copy will be placed in your personnel file, and you should maintain a copy with your copy of the Handbook.

Copies of the revised Elk Creek Fire Protection District's Employee Handbook are kept electronically in BambooHR and physically in the administrative offices at Station 1. It is your responsibility to read the Handbook since it will acquaint you with the Fire District's personnel practices and guidelines.



Acknowledgment of Receipt of Handbook (version 2023), continued

It is important to understand that this Handbook does not create an employment contract or a guarantee of employment or volunteer service for any specific duration between Elk Creek Fire Protection District and its employees and volunteers. We hope that your service relationship with us will be long-term; we recognize that at times things do not always work out, and either of us may decide to terminate the service relationship. All employees and volunteers of the Fire District are "at will" employees and volunteers unless they are specifically provided additional rights in a written contract. That means if you are an "at will" employee or volunteer, you or the Fire District may terminate this relationship at any time, for any reason, with or without cause or notice.

As the Fire District grows and changes, so too will personnel policies and guidelines. The Fire District, therefore, reserves the right to revise, supplement, clarify, or rescind any policy or portion of a policy when deemed appropriate by the Fire Chief. You will be given ample notification of any changes.

Please understand that no director, supervisor, officer, or representative of the Fire District has the authority to make any written or verbal statements or representations which are inconsistent with these policies. If you have any questions about these policies or any other policies of the Fire District, please feel free to ask your supervisor, any chief officer, Human Resources, or the Fire Chief.

I acknowledge that employment in the State of Colorado is generally at will; which means that it may be terminated by myself or the Fire District at any time. I also acknowledge that I have been informed of the online location of the Employee Handbook and the paper copies, and that I have been granted the ability to read and familiarize myself with it. By signing the below acknowledgement, you are indicating you have read and agree to the policies and procedures outlined in this Employee Handbook.

Name (Printed)

Signature

Today's Date

Please return signed form to the Human Resources Manager (if not submitted electronically)



THANK YOU
FOR JOINING US



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